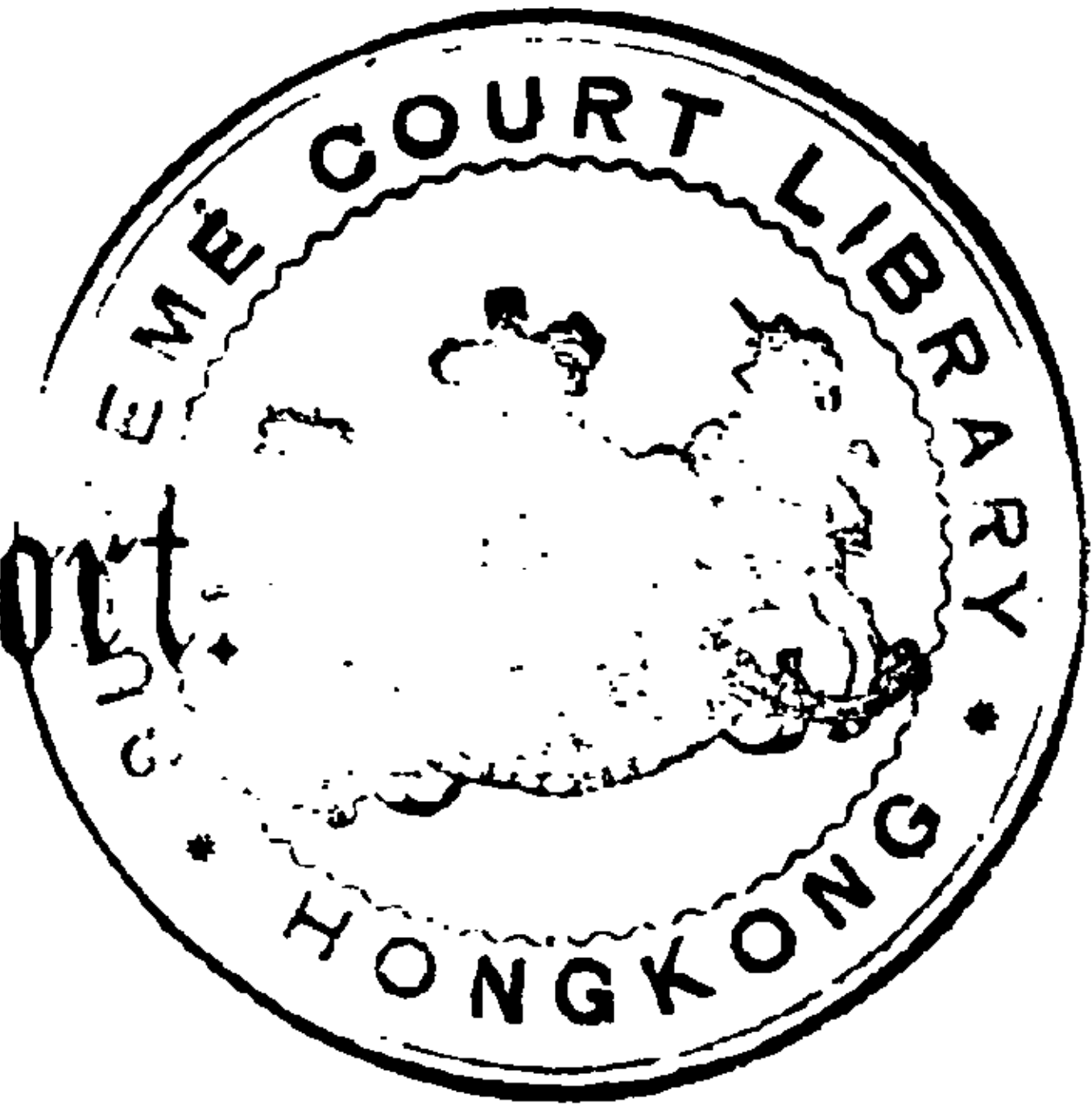


THE

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AND

China Overland Trade Report.



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8th July to 28th December,

1907

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BIRTHS.

On June 28th, at "Villa Branca," No. 24, Robinson Road, Hongkong, the wife of Mr. José M. ALVES, of a daughter.

On July 2nd, at Dunedin, Barker Road, to Mr. and Mrs. A. S. D. COUSLAND, a daughter.

On July 3rd, at Exeter, the wife of GEORGE CURRY, of a son.

Hongkong Weekly Press.

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ARRIVAL OF MAILS.

The German Mail of 4th June arrived, per the s.s. *Prinz Ludwig*, on Tuesday, the 2nd instant; and the French Mail of 7th June arrived, per the s.s. *Tonkin*, to-day.

FAR EASTERN NEWS.

China has had another gunboat launched at Kobe recently. It is intended for the Yangtze.

It is reported that the Board of the Szechuan Railway is to conclude a loan of five million Taels with the Hongkong and Shanghai Banking Corporation.

There are many indications in the native papers coming from the north that our forecast that Viceroy Shun would not return to Canton is to be justified.

The Nagasaki Flour mills, with much wheat and flour, were destroyed by fire on June 16th involving a total loss of about 360,000 yen— including damaged machinery.

It is stated that the Dalai Lama is still at Hsining and Mongols were coming from all directions to pay him homage. He will not leave for Tibet till after the summer.

It is reported in mandarin circles that the Chinese Ministry of Finance has decided to make a trial of the gold standard, which is to go into effect about the end of 1908.

The total receipts into the Treasury between January 1st and April 30th amount to \$4,604,096.1, while the payments out were \$4,526,755.11. There is, therefore, a balance of \$77,274.51 on the credit side of the ledger.

The Colonial Treasurer, in a statement published in the *Gazette*, shows the Colony's total assets to be \$1,202,425.75, while the total liabilities amount to \$73,914.46, so that there is a balance of assets over liabilities of \$1,128,511.29.

The foreign trade of Japan during May was valued at Yen 49,131,644 in imports and Yen 33,675,183 in exports. The values of the gold and silver specie and bullion imported and exported during the month were Yen 366,540 and Yen 1,139,308, respectively.

A traveller inland saw something decidedly humorous and decidedly Chinese. Travelling in North China, he says, "in one place lay a dredger, moored in the stream and virtually aground on the debris thrown over her side by her continuously well-paid crew during the ten years of her disuse."

Viceroy Tsen Chun-hsuan has memorialized the Throne by wire that Viceroys and Governors of provinces shall be ordered to inspect the districts of their respective provinces twice a year and report upon the actual condition of local officials and of the people to the Government Council.

The Colonial Secretary at Colombo has forwarded the Hongkong Colonial Secretariat the following information: "I am directed by H.E. the Governor to inform you that the port of Hongkong has been declared a plague infected port under the quarantine regulations in force in this Colony (Ceylon)."

The Japanese authorities have been informed that Japanese doctors will be allowed to practise at Vladivostok until the commercial treaties, now being arranged between Russia and Japan, are concluded. The privilege is regarded as a special mark of goodwill on the part of the authorities at Vladivostok toward the Japanese doctors.

The extension of the Tientsin electric tramway line in the Japanese Concession is being pushed on day and night, and it is believed that the work will be completed before the end of this month. The Company has now distributed special Khaki uniforms and caps to the drivers and conductors of the various cars. The new dress makes them look very smart and workmanlike. The business of the Company will be greatly increased after the opening of this section to traffic.

There are at present about 6,300 soldiers and 330 officers of the British, French, German, American, Japanese, Austro-Hungarian, Italian and Russian armies stationed at various centres in North China. Of the number England heads the list with 1,600 and Japan comes next with 1,300, while the last is Italy with eight.

A Nanking dispatch states that H. E. Viceroy Tsen Paug, in common with other Viceroys and Governors of provinces, has received instructions from Peking to make a tour of inspection, once every six months, of the various cities under his jurisdiction for the purpose of seeing how the reforms concerning education fiscal and political conditions and other matters affecting the welfare of the people are progressing and to report them to the Throne after each tour.

On July 4th fire was discovered to have broken out in the Army Ordnance Department. Flames were seen coming from the verandah of a one storey building where empty ammunition boxes were kept, but fortunately the fire was not allowed to come in contact with the building proper as men of the R.G.A. company in residence there promptly turned out and extinguished it. The Fire Brigade under Chief Inspector Baker attended, but their services were not required. The damage is not regarded as serious.

It is reported at Shanghai that Sir John Jordan, on behalf of a syndicate of British capitalists, has requested from the Waiwupu permission to develop certain gold deposits that have been discovered in the district of Chih-feng (Chih-feng means Red Pinnacled Cliff) in Jehu territory, and also to be allowed to lay a branch railway to connect the mine with the Tientsin-Shanghai Railway. It is stated that the Waiwupu has refused to consider the matter, on the ground that a syndicate of Chinese capitalists has already been granted the necessary permit to develop the mine.

It is stated that as a result of a recent meeting of the Osaka match trade, it has been decided to proceed with the amalgamation scheme without waiting for the adherence of those manufacturers at Hiogo and elsewhere who have not yet come to terms. An intimation to this effect has been sent to the British capitalists who are interested in the matter, and it is said in Japanese papers that Dr. Rutherford Harris, accompanied by several experts, will shortly leave England for the Far East in connexion with the scheme. The capital of the Company will, it is reported, be fixed in the first instance at Y. 7,000,000.

There would appear to be an increasing amount of spurious Hongkong subsidiary coins in circulation in the Colony just now. It has apparently become profitable to counterfeit the five and ten cent pieces as well as the larger coins. Not many people who receive "small change" go to the trouble of "ringing" every coin on the counter or the kerb stone, and small coin consequently stands a better chance of passing than the large silver dollars or half dollars which are balanced on the finger tips and "rung." The counterfeiting is apparently done at Canton. A new device seems to be to smear the coin with black ink, and to practically daub the milled edge with thick red ink. There is reason to believe that English subsidiary silver coins are also being counterfeited at Canton.

THE OPIUM DECREE.

(Daily Press, 29th June.)

Saturday, the 22nd June was the day fixed under the newly awakened self-consciousness of China for closing finally the opium dens of Shanghai City. The Taotai of the district had been holding out denunciations against the opium habit, along with the promise of honours for those who conformed early to the new regulations, and closed their establishments in advance of the appointed day; and several keepers of opium divans had spontaneously submitted, and to each of these was presented a medal in token of their acquiescence and support, and their intention to become law-abiding citizens. To secure acquiescence on the part of those who held out to the end, the Taotai ordered up from the garrison at Woosung some four hundred armed troops, and these were stationed in parties, each under the command of its regular officers, just outside the West Gate of the city, and composed a very orderly and respectable force, well drilled and armed with Mauser rifles, and in strange contrast with the so-called soldiers of but a few years ago. To supplement these in case of need there were stated to have been enrolled some hundreds of volunteers, also under responsible officers, while the city has now for some time been patrolled by a regular police force in clean and serviceable khaki uniforms, who to judge from outer appearance have earned the confidence of the better class of the inhabitants. There was thus without any effort at ostentation a sufficient force to control any attempt at disorder on the part of the rowdy population who might feel aggrieved at the new order. The result was eminently satisfactory for the officials; the day passed absolutely without disturbance of any sort; the people went about their business as on any ordinary day, and no groupings, nor discussions were to be noticed, nor had any force to be made use of to close a single opium-smoking den. Shanghai, in fact, wore its ordinary everyday aspect, and no one entering the city would suppose that it was about to undergo by force the greatest change in the habits of its inhabitants that any modern city has had to submit to. Those who only know Shanghai city from the recollections of even a few years ago, would be much surprised on paying it a visit now to note the general march of improvement. Filthy and unpaved streets are now converted into cleanly and nicely paved alley ways; the city is supplied with water; many of the most filthy of the ditches are becoming filled up, and the streets widened; the roadways are fairly well cleansed, and a general air of comfort prevails in lieu of the former poverty-stricken conditions of the place. In the shops and houses there is now an air of comfort and prosperity; new houses and signs appear on every side, and the contents of the shops can now vie for attractiveness and value with those of the best kept thoroughfares of the adjacent Foreign Settlements. It was to be expected then that the inhabitants are in no mood to encourage disorder; and that the officials find them ranged on the side of willing submission.

On the other hand the extreme quietude which prevailed in the city on the 22nd, raises a suspicion that some sort of a *modus vivendi* has been discovered. There is no population in the world more impatient of any government interference with its ordinary customs and manners than the Chinese, and no one knows better how to circumvent any attempt through the deepest laid plots to deprive him of any luxury or vice to which

he may have become accustomed. Mere outward signs of co-operation are here no proof whatever of incidence; and, if generally believed reports be true, a way out of the difficulty which will neither compromise the officials nor deprive the smoker of his luxury has been found.

It is true that the opium fiend can still find satisfaction in the Foreign Settlements where no anti-opium ordinance has as yet been passed, but we doubt if the closure of dens in the City will be found to affect in any way advantageously those in the Settlements. As a fact opium smoking dens have never been much in evidence in Shanghai city, yet there is no reason to believe that the habit is less prevalent there than in other parts of the Empire. As a rule every one who is disposed to smoke opium can do so, and there is no particular obloquy attached to the practice. There must be hundreds, if not thousands dependent for their living on the practice of the vice, and it would not be consonant with ordinary human nature, that these without any compensation whatever, should without a word of protest, give up a line of life to which they have been accustomed, and in many cases their ancestors on both sides for generations. The very readiness of the populace of Shanghai to accept the new situation is open to the suspicion that some compromise which will enable the old system, though for the present carried on clandestinely, to survive has been arrived at; and this is quite in consonance with what we know of the general tendency of the Chinese government. A notable instance of this is the salt smuggling which prevails under concealed official protection throughout the province of Kiangsu, and is more especially prevalent in this very district of Shanghai, where it introduces a very undesirable element of disorder into Municipal Police administration, and where to it can be directly traced much of the rowdiness which marks large districts along the north of the foreign settlements.

In England we know from experience, even under so powerful a government as that of Great Britain, how extremely difficult it is to put in practice laws contrary to the feelings of any large sections of the people at large. Even in such petty questions as vaccination we know how strong is the opposition of the so-called "conscientious objector." The proportion of the population in China who object to their opium smoking being interfered with is immeasurably greater, and the Chinese are the most ingenious people on the face of the earth for evading unpopular laws, so that we must await further developments before accepting as a *fait accompli* the abolition of opium smoking, even within the narrow limits of Shanghai.

CUBICLES.

(Daily Press, July 1st.)

In a multitude of words there may be confusion of thought. Trite though this remark may be its aptness cannot be denied when applied to the debate in the Legislative Council last Thursday. The sitting was given up to a discussion on the housing question as it exists in Hongkong, but in its result it could neither be described as enlightening nor practical. The real point at issue was never once made clear, and beyond the fact that an influential committee was appointed to investigate the cubicle problem, the debate was of very questionable value indeed. It tended to confusion of thought rather than clarity of

vision, and it is with the view of endeavouring to remove the misunderstanding created that we make another reference to the subject.

At the outset it might be profitable to secure a common understanding with respect to the principle term employed. That is the word cubicle. It has been somewhat loosely used, and in consequence there has been wrangling and angry discussion where unanimity ought to be found. A cubicle is really a division or apartment in a legal room. A cubicle is windowless, but a legal room must have a window. No less an authority than the Hon. DIRECTOR OF PUBLIC WORKS himself in the proposition for a new type of house—to which further reference will be made—is guilty of terminological laxity, inasmuch as he describes the five windowed apartments in the floor of the two houses shown as cubicles instead of rooms. This is not mentioned in a spirit of hypercriticism but merely to indicate the necessity of being agreed upon terms before we can hope to have clearness of thought and expression and ultimate unanimity in the conclusions arrived at and the opinions based thereon. Having agreed upon our term, we shall proceed. As has been pointed out before, the type of houses provided for Chinese here is peculiar to Hongkong. The style is neither European nor Chinese, and judged by Western ideas it has little to commend it. But it is here that many people allow themselves to fall into error. A European criterion cannot be applied entirely to Eastern conditions, and repugnant as overcrowding is to advanced thought in other lands, it is less repellant where Chinese are concerned, as no matter in what environment they are placed the instinct to herd together asserts itself among this people. Therefore, overcrowding in itself is not a particularly crying evil, and we are not so much concerned with the lack of accommodation as the insanitary conditions which prevail in that limited accommodation. Dirt and squalor, absence of light and fresh air conspire to produce innumerable diseases and this menace to the public health is provocative of uneasiness among Europeans and activity among sanitary officials. Cubicles must be abolished, said the medical authorities and the authorities vainly attempted to act on the advice, forgetful of the economic conditions which dominate the lives of the masses. That a mistake was committed then no one attempts to deny, but that the Government was altogether blameworthy is not so readily admitted. After all it has to be remembered that governments and public bodies generally are at the mercy of the experts whom they employ and in this matter it requires no great effort of the memory to recall the fact that the much discussed and much abused Ordinance of 1908 was based on the recommendations of those experts who reported on the sanitary conditions of the Colony at the instance of the community. And objectionable as that Ordinance is in many respects, it is not wholly bad. It allows greater liberality in respect of cubicles than is generally understood, at least the amending Ordinance of that year does, and much of the harassing worry inflicted on the unfortunate inhabitants of the sub-divided houses would have been obviated had the owners or tenants realised this and had the Sanitary Board been given the opportunity of exercising its prerogative in granting exemptions to the extent of its power. However, there is little use discussing that further: the question to be decided is the future attitude regarding cubicles. Either we must go back to the

pre-1903 conditions, and allow cubicles to the full extent of the floor area, or else some change must be introduced.

So far as the existing tenements are concerned, it is practically impossible to effect any great improvement. To pull down the upper storeys of intermediate houses in order to afford the necessary space to the adjoining houses and permit of the insertion of lateral windows is a very heroic measure but, as has already been pointed out, financial considerations are against the success of the proposition. The eight million dollars that it is estimated to cost would be well spent if there were any guarantee that it would have the results hoped for it, because no question of finance should outweigh any consideration for public health, but as such a guarantee is not forthcoming the risk is too great to be lightly undertaken. Far better ensure the effectiveness of the cleansing regulations and restore the legal cubicles as they existed before the 1903 Ordinance. Certainly it is wiser and less dangerous to health to have the old wooden partitions than the curtains and sacks which take their place, and which constitute the illegal cubicle. No one will care to admit that the present system of housing is ideal; but neither, we think, will any one seriously advocate such a wholesale remedial measure as that suggested by the Hon. Dr. Ho Kai. No, the remedy will have to be a gradual one. As buildings become dilapidated and insanitary areas are discovered, there will be resumptions which will give opportunity for an improved type of house.

Plans for a new type have already been submitted to the Legislative Council but Thursday's discussion did not make this clear. These certainly offer an improvement on the existing style. The centre of each block will contain only a house or shop rising to the first floor, leaving an open space above, which will give requisite external air to the floors of the adjacent houses and permit of the insertion of lateral windows, so that instead of three cubicles in the ordinary type there will be five-windowed rooms a trifle smaller than the cubicle, no doubt, in the new type. Thus ten families can be accommodated where nine are housed at present, and while this will have very little effect on overcrowding itself, it ought to improve the sanitation of the locality. That, in itself, is no small achievement, and as a definite proposal, showing the possibility of some improvement, the suggestion of the DIRECTOR OF PUBLIC WORKS deserves sympathetic consideration.

EAST AND WEST.

(Daily Press, 2nd July.)

The unrest which has arisen in India has drawn public attention at home to the relations existing between European and Eastern races and the difficulty which constantly crops up, of arriving at any satisfactory mutual understanding. People in China are as familiar with this question as those in India; but it is to be feared that they have arrived at no more definite conclusions on the subject, than, to judge from information from the best sources, have been attained to in India. There is a saving belief among Europeans and more especially so among Englishmen that what has proved efficacious in the West must be equally so in the East, and this conviction is adhered to with commendable faith, in the face of undeniable facts that would by themselves lead to a precisely opposite conclusion. The matter unfortunately is not one of abstract belief, but of hard facts,

and it thus happens that, with the best intentions, we have from time to time an unpleasant awakening and find that our advanced principles have not been productive of the effects which ought to have been brought about. In India the Government has for years past dealt with the people upon the broadest and most liberal principles. They have had as much freedom as it is possible to give them; education upon Western lines has been not only permitted but assisted and encouraged to the utmost; justice has been impartially administered to all classes; taxation has been moderate and equitable; and, last but by no means least, little or no restraint has been placed upon the freedom of the Press. If the people would not be contented with Government upon these lines, it may be well asked what will content them. And yet we find that discontent of a serious character has arisen, and is likely to spread. This is certainly by no means encouraging; and it is not surprising that speculation has been rife as to what is the cause of this continued disaffection. Some well informed publicists are inclined to put it down to an inherent antagonism between the Eastern and Western mind; and to some extent this is true; but it is by no means the only cause of the difficulty. Eastern people look down upon Europeans very much in the same way as all people of quick and incisive intellect despise those of slower but often much more solid understanding—and while we openly smile at their peculiarities, they secretly laugh at our inconsistencies which they perceive with a clearness that would astonish us, if they gave utterance to their real thoughts. Once in a way this is done, and we wake up to the fact that they have "bettered the instruction" with respect to some of our most cherished principles in a manner which is at least a little embarrassing. It is something of this kind that has taken place in India. We have thought that we could not do better than encourage a large number of Indian students to study among other things our superior principles of Government, and the result is that they have come to ask why these liberal principles should not be carried to their legitimate conclusion, and the people of India be allowed to govern themselves their own way. To this question in the abstract it is not easy to give a reply; and the answer to it on the basis of simple fact, is not one that is likely to be accepted. The truth is that certain people have the power of Government, and also of self Government; and others notwithstanding that they may have equally good or possibly better intellectual faculties have not from one cause or other the power of governing. This we know to be the state of matters in India; but it is hardly to be supposed that the fact will be readily recognised by the Indian people generally and it is not surprising that they are easily misled by the "educated native", whose one idea of the value of his education is to make use of it for his own aggrandisement. It is not unnatural that under the circumstances that have arisen the idea has been mooted that some restraint should be put upon the liberty of the Press, by means of which the above named views have been widely disseminated; but it is justly observed by the *Spectator* that "India is the last country where it is safe to sit on the safety valve"—and, whatever might have been the case years ago, it is certainly now too late to apply any such remedy. It is far better that, except in extreme cases, which the law can reach in India as well as elsewhere, open discussion should be allowed, as certainly it will do less harm

than secret agitation. The real difficulty is that the people of India, just as is the case in China, and indeed to some extent everywhere, understand matters when put to them in their own way and cannot understand the plainest facts when they are enforced from a different point of view. The true policy of the Government should be to encourage a thorough mastery of native languages, customs and ideas, on the part of the officials and others, and thus have the means of placing the truth before the native population with something approaching the same force as that with which the agitators can put forward false and inflammatory statements.

"ALL MEN EQUAL"

(Daily Press, 3rd July.)

Mankind finds its chief trouble, politically speaking, in squaring the differences that exist between its ethics and expediency, its ideals and daily existence, its professions and its practice. Allusion was made yesterday to this aspect of the situation in India, but the point could not be elaborated without too great a digression from what was then the main theme. India is not by any means the only part of the world where anomalies and humbug are to be traced. At our own doors, practically, we have the Philippines, where the Americans are being torn asunder between their devotion to the highfalutin sentiments of their Constitution and their obligatory recognition of practical issues. Thence we are led to the Pacific slope, where Japanese and Chinese men are not included in the "all men created free and equal" maxim, and further inland we find the negro absolutely debarred from that noble category. Nay, travelling still further to the great Eastern centres of civilization, we find a wide gulf between plutocracy and democracy in these communities of "free and equal" men. Crossing the Atlantic to Great Britain, we find similar sharp divisions between peers and people, though the high sounding professions are less insisted upon, and it is only in the fallacy that there is not one law for the rich and one for the poor that we encounter open humbug. Our colony of Australia with its "white Australia" policy makes a determined bid for the suppression of the pious fraud, though we doubt not that the churches there use gilded terminology akin to the early phrases of the American constitution framers. Elsewhere we reprint from an American contemporary an article indicating that our cousins are beginning to feel the irksomeness of having these pious protestations thrown in their teeth. Instead of adopting the defiant attitude of the detected prevaricator,—"Very well, then, I lied. What are you going to do about it?"—they resort to the methods of the bibliolater, and strive to show that the awkward passages do not mean what they seem to mean. Very ingeniously they do it, too, getting right behind the minds of the men of WASHINGTON'S day, and discovering, like lawyers with a typical ordinance, the original intention. "What they really meant," we are told, "was that the people of the colonies were as good as the people of England." They did not count Red Indians as men, nor negro slaves. "As a matter of fact, the statement as they meant it was true and self-evident, but as they stated it utterly erroneous and incapable of verification." Hum! Here, at all events, is clarity. "All men were not created free and equal" is the latest (American) gospel,

o—and perhaps the implication is responsible for the philosophy—we may honestly, skeep in subjection our little brown brothers may honestly stone John Chinaman, turn away our Japanese visitors, and refuse the suffrage to our Ethiopian fellow subjects. It will be mightily convenient so to do, that is certain; but we do not agree that it should "help the American who is troubled in conscience." That glittering dictum of a glorious Constitution is either true or untrue as it stands. Our Manila contemporary straightly labels it untrue, but would apparently evade the disagreeable necessity of throwing it overboard by admitting its truth in intention. Theirs is the difficulty of the new theologians with miracle stories. We fear we cannot help them.

PEKING LOSES PRESTIGE.

(Daily Press, July 4th.)

Even excitable people have now been enabled to realize that there is no anti-dynastic rebellion disturbing the Chinese empire; and it is safe to say that there is no likelihood of such an interesting event for some time to come. On the other hand, this absence of active hostility to the reigning power does not indicate a state of general loyalty. Probably never in the long history of the Empire was the Throne at Peking regarded with less respect. The great light introduced by the missionaries and spread by the press, the return of the Chinese student and his airing of his foreign smartness, the ghost of democracy that has most undoubtedly been walking, these and other things have had their inevitable effect, and even plain John Chinaman has learned to emulate the enlightened wits of the great centres of civilization, and to, so to speak, refer disrespectfully to the equator. It is only an imaginary line—and perhaps, he doubtless reflects, the connection between the great ones at Peking and the greater ones in spiritland is just as thin. Besides, he has the example of those in high places. Viceroy SHUM, peremptorily ordered to proceed forthwith to the Far West, never went. Later, ordered to hasten to Canton, where his great loyalty and splendid personal attainments made his early presence indispensable in a crisis, he didn't hurry; and he has not yet started. Does not his astute head still rest securely on his shoulders? Then there is Viceroy CHOU FU, ordered to hold fast the seals of office until SHUM should arrive to take them. Knowing SHUM and his ways, if CHOU were anxious to get away, this must have seemed to him equivalent to an order to hold the fort till the dawn of the Greek kalends. Anyhow, having made preparations for his departure, H.E. CHOU persists, and after a little of that persistence and insistence, gets leave to go, turning over the administration to acting officials. This sort of passive resistance to Peking commands, however peremptory their terms, seems to be quite effectual; and is bound to have some influence on the minds of the proletariat. A great show is made of abolishing the opium habit. Rewards are promised, and the most severe penalties threatened, and even then the Edicts have to be repeated more than once, with augmented promises and warnings. Finally, shops are closed, but the drug is openly retailed for consumption "off the premises," and John Chinaman's opinion of the weight of the words that come from the capital goes down a few more points. By and by, doubtless, all this will lead to something; but at present it promises to preserve the existing state of things. What

wise man could wish for a more easy-going government? It talks very big, and makes a brave show, and yet all men go their own way just the same. Why should John Chinaman wish to change? At present he does not seem to worry about it, either in the north or in the south. The only discontent worth mentioning is that among the Canton cavalymen, who complain of the unreasonableness of mobilization just when they had let all their horses out on hire for agricultural purposes.

SERVING TWO MASTERS.

(Daily Press, 5th July.)

China owes much to CONFUCIUS, but whether the debt is entirely one of gratitude is the singular question that some Chinese thinkers may now be debating. There will be reluctance even to the mere framing of such a question, so much does it savour of blasphemy; but events are forcing it to the front. The Sage was largely responsible for the popular idea that soldiers are necessarily bad men, and as China now realizes her need of soldiers, the philosophy of peace would seem in danger of losing its claim to unanimous approval in the Empire. "A wise king should always win his enemy over by his goodness rather than by his force," said CONFUCIUS, but China has discovered that her enemies—even those who academically admit that the meek are blessed—are hard to win over. The meekness mentioned seems to appeal less to the foreigner than the contingent promise about inheriting the earth. "Peace should be the sole aim of a well-governed nation," and the nation that has for so long been pinning its faith to such adages, helped thereto by a substantial leaven of Buddhist teaching, is now, under the successful example of Japan, turning longing eyes to the figure of an effective standing army. It cannot be denied that there is ample opening for cynicism in the fact that this change coincides with the alleged decay of Confucianism and Buddhism and the spread of Christianity—allegations made by those who have been and are engaged in propagating a knowledge of the gospel of peace originated in the Near East and adopted, more or less academically, by the West. But in this connection care should be exercised lest the men from the West should be too severely scorned. It is the universal fate of all noble ideals to receive lip homage only. The Occidentals have no monopoly of hypocrisy—if such a term can fairly be applied at all. Asiatics as well as Europeans have evolved the noblest possible ideals, as witness their great religions, and they too have always found it expedient to bow at times in the House of Rimmon. The much-talked of Buddhism of Japan is as truly only a pseudo-Buddhism as the Christianity of Christendom is a pseudo-Christianity; and its place of second importance in the minds and hearts of the people was recently made manifest by the gusto with which so many of them set about the killing of Russians, and with which the rest applauded the killing. The anti-opium people have no sole or exclusive right to dub their brethren hypocrites; it is at least open to the supporters of that unrighteous and morally indefensible trade to animadvert on the patriotism of the pulpit, which, preaching the moral indefensibility of fighting, is generally ready to offer prayer and praise for the success of our arms. We do not blame it for so doing, although we see in its moral support a resemblance to the attitude of the sinner who climbed a tree while his brave wife attacked and slew an intrusive bear with a hatchet. "We settled that fellow fine,"

remarked the man descending from the tree, and if the pulpit likes to insist on its share of usefulness whenever the flag is covered with blood and glory, we have but to remember the need of advertisement in this commercial age to find excuse. China indeed did for a long time try to keep the Confucian theory of war in its proper place on the study carpet. Literal acceptance of his doctrines was opposed "as late as the eighth century," but in the eleventh, the "morally indefensible" party got the upper hand, and with the admission of the Sage's anti-war sentiments as guiding principles, China ceased to be virile. It could no longer ensure peace by being prepared for war—the gospel as we now have it in the West. We are now told that but for this superstructure of acquired sentiment—a sentiment that comes to all real fighters, as witness the American general's dictum that all war is hell—the Chinese would have a rare capacity for battle; that the warrior spirit is inherent, as, indeed, the Chinese being human, we cannot for a moment doubt. Their history shows that they were soldiers once, and what they have been, it is possible they may become again. The only question is how far the lapse of time affects it; how far the long duration of this Confucian anti-war obsession may have induced results difficult to remove. As long as it took man, after abandoning tree life, to lose his prehensile tail, (assuming something for argumentative purposes) so long, presumably, would it take him to grow it again; and the Chinese have in respect of soldiering a vast deal to unlearn and learn. They will have to be more eclectic in their Confucianism, less literal, thereby copying Western ways; and here we find a difficulty in the fact that even while they are re-organizing their army they are practically apotheosizing CONFUCIUS. The two movements will not pull together. They mean humbug and failure of one if persisted in, just as in Christendom the success of one has spelt the failure of the other.

JAPANESE ECONOMICS.

(Daily Press 6th July.)

The seventh financial and economic annual of Japan, which has just reached us, is fully as interesting as its predecessors. It is far too big to summarise. The normal expenditure, having no connection with the war, was £24,692,623 in 1906-7, but as a direct result of the war that was more than doubled, and the total outlay was £50,614,754. Pensions and rewards, as well as the cost of withdrawing the forces in Manchuria, swelled this total. Thus, although the population continues its steady growth, from 2,993,345 in 1906 to 3,043,838 in 1907, the national debt per head rose from Yen 39.168 in 1905-6 to Yen 45.012 in 1906-7. Against this, however, the value of total trade per head rose from Yen 16.88 in 1905 to Yen 17.24 in 1906, and wages all round showed an increase. The Government faced the new economical situation by curtailing where possible the normal expenditure, and strengthened its credit by establishing a sinking fund, to which at least £11,270,492 is to be annually transferred from the general account. Taxes imposed during the war are maintained, but the unparalleled prosperity of the country since the war permits this. The rise and fall of securities has little to do with the condition of the people, except that so much gambling is another sign of the prosperity they enjoy. In 1906 there was an excess of exports over imports of £422,131, and the postal savings

of the people, increasing every year, showed a remarkable advance last year. At the end of 1905 these savings amounted to £5,327,869, and by last December they had reached the sum of £6,864,754—"due to the acquirement of the habit of saving by the nation generally and to the growth of national wealth." Taking 100 as the average of prices of principal commodities in October 1903, we find that one result of the war is dearer living, the latest index number being 119.11. Wages, however, similarly computed, have risen to between 107 and 113. The following extract is of interest:

According to the trade returns for 1906, the country which does the largest amount of trade with us is the United States whose exports and imports stood at about yen 196,000,000 (£2,081,967), followed by China with yen 175,000,000 (£1,793,328) and Great Britain with yen 124,000,000 (£1,270,918); compared with the trade done ten years previously, these figures show that our trade with the United States has increased more than fourfold, that with China fivefold, and that with Great Britain nearly twofold. The remarkable development of the United States and China trade is mainly due to the facilities of communication arising from geographical relations. If we now take the export and import trade separately, we observe that our largest customer in 1906 was the United States whose imports from Japan amounted to yen 126,000,000 (£12,909,836), followed by China with yen 118,000,000 (£12,090,164), France with yen 40,000,000 (£4,098,361), Korea with yen 25,000,000 (£2,561,475), Great Britain with yen 13,000,000 (£2,356,557), and Italy with yen 12,000,000 (£1,229,508); these figures are eight and a half times the corresponding figures for 1896 in the case of China, seven and a half times in the case of Korea; four times each in the cases of the United States and Italy, and a little more than two times in the cases of Great Britain and France. It will be seen that a remarkable development is taking place in the export trade with China and Korea; indeed, in 1905, eighty per cent. of the imports to Korea was supplied by Japan, leaving only twenty per cent. to be distributed among the other importing countries. The largest importer to Japan in 1906 was Great Britain whose imports amounted to yen 101,000,000 (£10,348,361), followed by the United States with yen 70,000,000 (£7,172,131), British India with yen 64,000,000 (£6,147,541), China with yen 57,000,000 (£5,840,163), Germany with yen 42,000,000 (£4,303,279), the Netherlands Indies with yen 24,000,000 (£2,459,016), and Belgium with yen 10,000,000 (£1,024,590); these figures are four times the corresponding figures for 1896 in the case of the United States, three times in the case of Belgium, two and a half times each in the cases of China, Germany, and British India, and one and a half times in the case of Great Britain.

The shipping of the country grows also. At the end of 1903 Japan owned 657,000 tons of steamers and 320,000 tons of sailing vessels, or 977,000 tons in all. Seventy one thousand tons were lost, or rather spent to good purpose, during the war, but 27,000 tons of steamers were built locally and 177,000 tons bought abroad, so that at the end of 1904 Japan had a steamer fleet of 790,000 tons. In 1906 it had expanded to 1,041,000 tons steam and 356,000 tons sail, or 1,397,000 tons altogether. There have to be added many tons since these figures were compiled. Interesting chapters on currency and coinage, not new enough to quote, will, it is hoped, attract attention in China, where such a good example as Japan's might profitably be taken. A new feature is an appendix devoted to Kwantung province, meaning, not our neighbouring Kwangtung, but the peninsula on which Port Arthur and Dalny are situated. The civil population of this new possession was said to be 416,157 in 1906, including 12,356 Japanese. A special budget is prepared for this territory, showing revenue

yen 1,386,293, made up of yen 222,033 taxes, yen 1,137,182 from public undertakings and state property, and yen 27,078 miscellaneous. To this Japan adds a contribution of three million yen. Among the administration expenses, communications absorb yen 1,059,432. The area under cultivation in Kwantung is 69,559 *cho*, or nearly 150,000 acres.

SUPREME COURT.

Monday 1st July.

IN APPELLATE JURISDICTION.

BEFORE THE FULL COURT.

CHAN WO AND OTHERS v. CHAN YAM.

In this action the plaintiffs were the appellants, and the defendant respondent, the appeal being against a judgment of His Honour the Puisne Judge.

Sir Henry Berkeley, K.C., and Hon. Mr. H. E. Pollock, K.C., instructed by Mr. C. D. Wilkinson (of Messrs. Wilkinson and Grist), appears for the appellants, and Mr. M. W. Slade, instructed by Mr. G. K. Hall Brutton (of Messrs. Brutton and Hett) represented the defendant.

Sir Henry Berkeley stated that this was an appeal against a judgment of His Honour the Puisne Judge in which he found on a question before him as to whether a certain assignment had been altered before or after execution, that upon the balance of probabilities the alteration had been made after execution. His object would be to endeavour to persuade the Court, including the learned Puisne Judge, that had due weight been given to the evidence given at the Court below, the balance of probability was that the alteration was made with the consent of all the parties prior to the execution of the assignment. In order to give their Lordships a grasp of the case, Counsel quoted passages from the statements of claim and defence in the original action. In the statement of claim dated April, 1904, it was shown that on August 10th, 1897, an action was commenced in original jurisdiction against the Wa Hing Lung firm, sued in the names of Chan Wo and Chan Yam, these defendants being at that time partners in the said firm while the action was pending, the defendant Chan Yam and others retired from the Wa Hing Lung and transferred their shares therein and all their beneficial interests to the present plaintiff Chan Wo. The memorandum of the said transfer was signed by the defendant, the present plaintiff and other partners in the firm. The action was compromised by the payment of \$12,000 to the Wah Tai.

The Chief Justice—Who is the Wah Tai?

Sir Henry Berkeley—Debtors of the Wa Hing Lung.

Mr. Slade—There was an action brought by the Wa Hing Lung to recover a debt due by the Wah Tai. Judgment was obtained against the Wah Tai, and execution issued in Hongkong. As no money could be got here representations were made to the British Consul to endeavour to obtain execution through the Chinese authorities. A man named Mui Chow was represented to be a partner in the Wah Tai, and his property in Canton was seized. He came down here and brought action against Chan Wo and Chan Yam for wrongful seizure of property.

Sir Henry Berkeley pointed out that action was brought against the Wah Tai for the recovery of \$7,000. They ultimately paid over to Mr. Brutton \$12,000 in full settlement of the claim against them, but the conclusion they were at present endeavouring to arrive at was whether certain alterations in an assignment made on March 2nd, 1899, were made previously or subsequently to the execution of the assignment. The statement of defence in the original action showed that by an agreement dated February, 1899, the defendant and all the other partners sold and transferred their shares in the Wa Hing Lung to Chan Wo, but from the property thus sold and transferred the judgment debt referred to, which was still unsatisfied, was *inter alia* expressly excepted. The first fact Counsel

asked their Lordships to note was that prior to March, 1899, all the parties, both plaintiffs and defendants, were members of the Wa Hing Lung, and that prior to that date negotiations were entered into between the parties for the assignment by some of them to others of the goodwill. The agreement says "the whole of the signboard." An extraordinary word that last, but it's not English.

The Puisne Judge—It's Chinese, though.

Sir Henry Berkeley—But it means goodwill. If you're translating from French "I have a headache," you don't say "I am bad to the head," and so if you are translating a Chinese word meaning goodwill, you say goodwill. This is what they say here "For the assignment of the whole of the signboard and furniture."

Mr. Slade—Signboards.

Sir Henry Berkeley—All the better. It's plural, and still more inclusive. The only difference between the parties is whether certain debts due by the Wah Tai and Fung Shing are inclusive in the assignment or not. The word 'exclusive' was originally in the document, but it was altered to 'inclusive,' and the question for the Court is to say when that alteration was made. As a fact the draft was prepared by Chan Yam and provided for the exclusion of two debts due from the Wah Tai and the Fung Shing. So far there was no dispute between the parties.

Mr. Slade—It is not admitted that Chan Yam drafted the original agreement, and when the draft came under the observation of Chan Wo he objected to the debts being excluded and required the document to be altered. It was then altered by Tsung Chinkiang with the concurrence of all the parties. Tsung Chinkiang was the accountant at that time, not a plaintiff as the Puisne Judge seemed to regard him at one time. He was the servant of all the parties, and was no more under the control and direction of Chan Wo, than he was under the control and direction of Chan Yam. Mr. Slade submitted that he was therefore entitled to ask the Court to regard him as at that time a disinterested person. He had to write on what the parties agreed upon.

The Puisne Judge—He made the alteration in the assignment.

Sir Henry Berkeley—But he made it prior to the execution.

The Puisne Judge—Yes.

Sir Henry Berkeley—Before you could find that this alteration was made subsequent to the execution of the assignment your Lordships would have to find that the accountant entered into a conspiracy with Chan Wo to commit a forgery. Counsel then contended that the Puisne Judge had not quite made up his mind regarding his decision, as he stated in the last paragraph: "On the whole I am of opinion that the balance of probability lies with the defendant."

The Puisne Judge—I'd have non-suited the case if I hadn't made up my mind.

Sir Henry Berkeley—I have a case to show that where there is a question of doubt in the mind of a Judge, it is the duty of the Appeal Court to rehear the case.

The Chief Justice—It is laid down that all decisions are only questions of balancing probabilities.

Sir Henry Berkeley—I take it that is so, but I wish to draw your Lordship's attention to the fact that the assignment which was executed was published in the Chinese newspapers on March 6th and 7th both by the plaintiff and defendant, and their versions of the assignment agreed.

The Puisne Judge—I think it was admitted in the Court below that both advertisements included the debts.

Sir Henry Berkeley—That is so.

Dealing with the question of forgery, Sir Henry Berkeley said that to forge the assignment a man would have to forge fourteen names, a task which even Jim the penman would hesitate to undertake. This was no light thing to do, and before a person would set out on such a hazardous operation, there would have to be some overwhelming inducement. In conclusion Counsel submitted that the onus was on the defendants to support the grave allegations they had made against the plaintiffs.

Mr. Pollock then addressed the Court, after which the hearing was adjourned.

Tuesday, July 2nd.

IN ORIGINAL JURISDICTION.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

EXTENDING AN INSURANCE COMPANY'S BUSINESS.

The Hon. Mr. H. E. Pollock, K.C., made an application to His Lordship the Chief Justice this morning with respect to the Man On Insurance Company.

Mr. Pollock said the application was for the confirmation by the Court of certain resolutions which had been passed with a view to extending the Company's business. The objects of the Company, as set out in the petition, included the business of a Marine Insurance Company. Resolutions had been passed, and confirmed, extending the powers of the company to include fire as well as marine insurance, and also giving the Man On Company power to re-insure any risk, either in whole or in part. That would relate to either class of insurance; it was frequent for insurance companies to re-insure.

His Lordship—The company has power to re-insure marine; it will be limited to fire, so as not to include life.

Mr. Pollock—It will be limited to the matters already mentioned, fire and marine.

His Lordship—They desire to unite two entirely different companies such as fire and marine, though there is no reason why they should not be united, if the conditions of the business were satisfactory—you will remember the case of the Lion in England where they combined fire and life. The fire department broke the company up and the life people did not get their money. I am speaking from memory and my impression is that the opinion in England required two separate capitals to be divided if two separate businesses were combined.

Mr. Pollock referred to a special case in which wide extension was allowed. The Alliance Marine Insurance Company applied for extension to life, fire and accident. There was evidence that such businesses were commonly transacted by marine insurance companies, and similar affidavits had been filed in this case.

His Lordship—I think I ought to be satisfied with the capital. It seems to me that the capital is very small in this case. It is only \$1,000,000, and only half has been paid up. One of the conditions undoubtedly would be to call up the outstanding capital. I could not possibly do it otherwise; the responsibility is too great. A judge has no training in these matters, and the Legislature has thrown upon him a very great responsibility. I must be satisfied with the capital, and cannot treat these things as merely formal.

An adjournment until July 16th was granted.

AN ARBITRATION CASE.

Judgment was delivered in the matter of the arbitration between the executrix and the executors of Choy Chan deceased and Tsan King, contractor.

Mr. M. W. Slade, instructed by Mr. Holborow of Messrs. Deacon, Looker and Deacon, appeared for the plaintiffs, and Sir Henry Berkeley, K.C., instructed by Mr. Hursthouse, appeared for the defendant.

His Lordship said: I am of opinion that although it was stipulated in clause 18 of the contract that time was especially to be considered as of the essence of both contracts, yet that time condition was departed from by the future provisions of the clause. These seem to me to have been based on the idea that the time specified for if completion was not to be of the essence of the contracts: for it was clearly in the contemplation of parties that the time specified for completion would not be complied with even in the case of there being a new date for completion substituted—such substituted date being fixed in writing by the engineer. In the event of the contracts not being completed on the original or substituted date there is a condition precedent to the right of the principal to the payment of liquidated damages: this condition precedent being the issue of a certificate in writing by the engineer that the works could reasonably have been completed by the original or substituted dates. The certificate in this case

seems to differ materially from those dealt with in the cases cited in Hudson which are for the most part certificates, the issue of which may or may not be conditions precedent to payment. In the first place I think that the statement made by the arbitrator in paragraph 10 of the special case to the effect that he is satisfied upon the evidence which has been adduced before him in the arbitration proceedings that there has been unreasonable delay on the part of the contractor in carrying out the works and that damage has been sustained by the executors for the principal by reason of such delay, is not the certificate contemplated by clause 18. In the first place that certificate is to be given by the engineer and although Mr. Danby combines in himself the twofold capacity of engineer and arbitrator, and although further the Courts decline to relieve the contractor from any grievance which he thinks he may have owing to this, except in a very extreme case, because he has deliberately chosen to accept the contract subject to this condition, yet this cannot be pressed so far against the contractor as to substitute merely Mr. Danby as the arbitrary judge of everything. So far as it is possible Mr. Danby, the arbitrator, must be kept distinct from Mr. Danby, the engineer, and what the latter has to do cannot be done by the former, nor can the former do what the latter has left undone. Owing to the way in which clause 18 is drafted there is no difficulty in this instance in keeping Mr. Danby's two functions quite distinct. He is not required to certify that there has been unreasonable delay in completing the work: but that the work could reasonably have been completed by the date of completion, original or substituted. It seems clear to me that, the works not being completed on the given date, the duty of the engineer was then and there to certify that they could reasonably have been completed at that date. What Mr. Danby has done is as arbitrator, after having been called on to express an opinion as to the unreasonableness of the delay. I am of opinion that he had no right to do this. Further there is no substituted date within the meaning of the contract, none having been fixed by the engineer. Therefore, so far as contract No. 496 is concerned, the certificate should have been given within a reasonable time after January 25, 1902. I, therefore, answer the first question in the affirmative, subject to the interpretation I have just given of the meaning of substituted date which affects the meaning of the last words of the question, "or any substituted date." There is however a further question as to contract No. 476. So far as contract No. 476 is concerned I answer the question in the negative, for the reasons given above, and the third question must also be answered in the negative. The fourth question has no reference to this contract, but the answer to the fifth question, so far as this contract is concerned, is in the affirmative. But so far as contracts Nos. 474, 475 and 476 are concerned, the answers to questions two and three must depend on the answer to question four, which involves the interpretation of the Chinese agreement of July 10th, 1903, which is set out in paragraph 9 of the special case. By this agreement the parties themselves substituted April 15th, 1904, as the date on which contract No. 476 was to be completed. I am of opinion in the first place that this agreement undoubtedly nullified clause 18, so far as the liquidated damages are concerned and it must, therefore, nullify the clause so far as the engineer's certificate is concerned. The damages for failure to complete on April 15th, 1904, must be arrived at by interpreting this agreement. By it, if the shops are not handed over by April 15, 1904, Choy Chan will then require Tsang King to compensate to Choy Chan \$3,000 for the first month of the building contractor's overtime and \$6,000 for the second month. What the parties meant by this I have not the remotest idea. I must, however, endeavour to ascertain its legal effect. Does it mean \$6,000 for the second and subsequent months? Clearly not. Then are these two amounts, singly or collectively, a penalty or liquidated damages? To my mind the very fact of there being two different sums for the first and second months shows that they could not be treated as liquidated damages. They certainly are not a genuine pre-estimate of the amount of

damages likely to be suffered (see Commissioners of Works v. Hill). For I cannot see how such an estimate can vary in respect of two consecutive months. They are a penalty; and, therefore, I think the law is that the plaintiff may either take the penalty or recover the damages he has in fact suffered. The answer to the fourth question is, therefore, that damages may be recovered under the Chinese agreement for delay in not completing the contract by April 15th, 1904. The answer to the fifth question is in the affirmative, though I feel considerable doubt as to the view of the substitution of the Chinese agreement. The answer to the sixth question is in the affirmative with regard to both contracts taken together.

IN APPELLATE JURISDICTION.

BEFORE THE FULL COURT.

CHAN WO AND OTHERS v. CHAN YAM.

Their Lordships delivered judgment in this action in which the plaintiffs were the appellants, and the defendant respondent, the appeal being against a judgment of His Honour the Puisne Judge.

Sir Henry Berkeley, K.C., and Hon. Mr. H. E. Pollock, K.C., instructed by Mr. C. D. Wilkinson (of Messrs. Wilkinson and Grist), appeared for the appellants, and Mr. M. W. Slade, instructed by Mr. G. K. Hall Brutton (of Messrs. Brutton and Hett), represented the defendant.

After the appellants had concluded their argument the Chief Justice intimated that he did not wish to hear Mr. Slade (for respondent) and said: Now, this appeal was put to me in this way. The balance of probabilities did not incline as the learned Puisne Judge thought they did and the question put to us first was: Was it more likely that the debts were exclusive or inclusive? Unless the case can be put higher than this the appeal must fail, because it falls within the principle of doubt in the case just quoted, and not only fail, but I think, be dismissed. I pointed this out to the learned counsel and afterwards the ground for appeal was put down to the fact that the debts could not have been excluded. I find it difficult to keep off the question of probabilities, because they figured so largely in argument. It seems to me that the probabilities are that if the vendor wished to exclude special debts he would have inserted paragraphs to that effect in the agreement, and if he meant to include there was no necessity for such paragraphs. He did insert the clause which shows very clearly what was in his mind. The accountant's evidence agrees with this. As to the form of agreement when drawn up, that shows that Chan Yam certainly had it in his mind to exclude special debts. There is also the probability that if the purchaser had intended them to be excluded he would have asked:—Why did you introduce this sentence? I admit that he might have forcibly effected his end by altering exclusive to inclusive, if defendant agreed, but this leads us to another probability. It is more than improbable it seems to me that the vendor would have thrown in what was called a bad debt for no consideration. We know that it was not strictly speaking a bad debt, but only one very much in suspense. That there was no consideration for it is manifest from plaintiff's own evidence. His version of the case is that \$250 was to be paid for signboards, eighty-five per cent for the Australian debts and the other debts at face value. It is impossible to give a face value to these Wa Tai debts, therefore, the plaintiff says he was going to get them for nothing, which is highly improbable. The plaintiff's evidence supplies the key to what was passing in his mind. I wanted to know what the legal expenses would be before I accepted and Chan Yam refused to tell me. He said that if they did not alter the draft of the agreement from exclusive to inclusive they would have to pay him expenses. For the life of me I cannot follow it. If the debt had been included the purchaser would have taken over the debt and the consequent liabilities. What he really wanted was to get rid in some way or other of his share of the liabilities. The probabilities or facts are entirely with defendants and in favour of exclusion. With regard to advertisements each party was at

liberty to insert one, and an inference had been drawn from the fact that the debts or rather their exclusion was not mentioned. Nor, may it be remarked, was their inclusion. Too great an inference had been drawn from the advertisement.

After referring to other exhibits His Lordship concluded: I entirely agree with the finding of the learned Puisne Judge.

The Puisne Judge—This is an appeal from a decision of my own (sitting in Original Jurisdiction). The question arose on the transfer of the business, etc., of the Wah Hing Loong firm by some of the partners to the other partners. In the original draft of the memorandum of such transfer certain debts due to the Wah Hing Loong by the Wah Tai and Fung Shing firms were excluded. This admitted that this draft was altered and in the document produced in Court and sued on those debts were included, so that the question before the Court was whether that alteration was made before or after execution. I was of opinion that it was made after and, therefore, of course, fraudulent and a forgery, and I gave judgment accordingly for the defendants with costs. Whatever doubts I may have had or am supposed to have had on that point at that time, I have none now. This opinion was and is mainly based on the evidence of the plaintiff himself and his witness (the accountant). The plaintiff stated that previous to the date of the agreement the parties had not consulted and arranged that an account was to be made out that the price agreed upon excluded these debts, and it is obvious that the plaintiff was a party to that agreement. Further where the plaintiff goes in to give reasons for such exclusion, that the Wah Tai had a counter claim for \$15,000 against the Wah Hing Loong, and they were evidently in fear and trembling that that claim might be successful and in that case their claim against the Wah Tai would be swamped and the Wah Hing Loong would be ruined. The accountant stated that he drew up exhibits and deducted the Fung Shing debts (which of course includes the Wah Tai defendants, as both stand on the same footing so far as this case is concerned) and he further states that on that basis the agreement was drawn up. It is, therefore, clear that up to the date of the execution of the assignment or possibly a short time before, the plaintiff had agreed for the exclusion of these defendants. He then says he changed his mind at the twelfth hour. I must say if the case had ended there and there was no further appearance on behalf of the defendants I should have had to give judgment for the plaintiffs; I should have done so with great reluctance. Of course what happened was that when the plaintiff began to think that these debts had some value he, with his accountant, altered the assignment. On the appeal Mr. Pollock laid stress on certain exhibits. One was the advertisements inserted by the plaintiffs and defendants respectively, and it is true that they contain no reference to the exclusion of these debts, and it was, therefore, argued that this was evidence in favour of the contention that the alteration was made in the assignment before execution. As to the exhibit 4, this had been characterised either directly or inferentially by the defendant and his witnesses as a forgery. Mr. Pollock argued on this point that it was highly improbable the plaintiffs should have unnecessarily gone in for forgery, on such a large scale and pressed the point that there was no object or reason for such forgery and, therefore, that, if the Court came to the conclusion that exhibit 4 was no forgery, this would throw such discredit on the evidence for the defendant as a whole that the Court could not hold that the assignment was a forgery, as it would be, if the defendants' contention was correct. Although I agree that the authority or falsity of the defendant's evidence as to exhibit 4 has a bearing on the credibility of the defendant's evidence as to the assignment, yet holding as I do (on the evidence as a whole) that the alteration in the assignment was made after execution, I cannot think (supposing for the sake of argument the defendant's evidence as to exhibit 4 to be false) that the absence of mention of exclusion in the advertisements under the special circumstances of this case and false evidence as to exhibit 4 can debar the defendant from succeeding in this

action on the main points as to whether the alteration in the assignment was prior or subsequent to execution, my decision as to which is mainly based on the evidence given by, and on behalf of, the plaintiff. I think the appeal should be dismissed with costs.

Wednesday, July 3rd.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

A DISPUTED CONTRACT.

Action was brought by F. K. Tata, merchant of 4, Queen's Buildings, against the Kwong Wo Cheong firm and another to recover \$595.32 being the amount of damages suffered by the plaintiff in consequence of the breach by the defendants of a contract dated April 3rd.

Mr. P. W. Goldring (of Messrs. Goldring and Barlow) appeared for the plaintiff, and Mr. A. Holborow (of Messrs. Deacon, Looker and Deacon) for the defendant.

Mr. Goldring said the plaintiff was a merchant who dealt particularly in molasses, and on April 3rd he entered into a contract with the defendant for the sale of 374 cases. The terms of the contract were that delivery was to be taken by April 30th, when the price was to be paid. On May 2nd delivery was not taken, and a letter was written to the defendants calling upon them to take delivery within seven days. On May 8th, as the goods were still on plaintiff's hands, notice was given to defendant's solicitor that the goods would be sold by auction. Delivery not being taken then, the goods were sold by auction the result being the loss shown in the writ of summons. Mr. Goldring submitted that in the absence of any special defence being raised, the defendant's solicitor was not entitled to raise one now.

His Lordship—What sort of special defence can you possibly conceive?

Mr. Goldring—I don't know what there is.

His Lordship—He can say there is no contract.

Mr. Goldring—He admits the contract.

Mr. Holborow—This action is for damages for breach of a contract which I say we have not broken.

After hearing the evidence of the plaintiff, his Lordship intimated that he would like to hear Mr. Holborow.

Mr. Holborow said he based his defence entirely on the contract under which the only right the vendor had was a lien on the goods. His only right was to retain the goods against the price and to sue, and on getting judgment he would be able to realise on the goods. This is not a case of loss, because the molasses were hard.

His Lordship—I don't know. I see there is a good round sum for leakage.

Mr. Holborow—For which my clients had to suffer. The plaintiff had no right to sell the goods, even if they had deteriorated.

His Lordship was of the opinion that the plaintiff must succeed in this case, as there was no undue pressure or hurry. He gave the defendant quite a reasonable time considering the quality of the goods. Judgment would therefore be for plaintiff with costs.

Thursday, July 4th.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

A MORTGAGED PROPERTY.

Liu Wong, stonemason, of Hunghom, sued Ip Fuk, farmer, to recover \$50 being the price due for the sale of a house. There was a cross action in which defendant sought to recover \$50, being money advanced to the plaintiff.

Mr. H. K. Holmes, who represented the defendant in the first, and the plaintiff in the second action, said there was a small piece of ground at Maut-nchin kuow, as lot 6, which belonged to the plaintiff, and which he sold to Ip Fuk for \$20 when there was a mortgage on the property held by a man named Lo Fuk.

His Lordship—A pre-existing mortgage?

Mr. Holmes—Yes.

His Lordship—For how much?

Mr. Holmes—Fifty dollars.

Plaintiff was called, and gave evidence regarding the sale of the house.

His Lordship—You mortgaged it to Lo Fuk for \$50?—Yes.

Very well, why do you say Ip Fuk owes you \$50?—I sold the house to Ip for £200, and received \$150 on account, leaving a balance of \$50.

Have you got any papers or anything?—Nothing in writing.

After hearing the evidence his Lordship gave judgment and costs for Ip Fuk in each action.

DR. WYNDHAM'S CASE.

The case was concluded in which the Indo-China Steam Navigation Co. Ltd., sued Dr. Lancelot Wyndham to recover the sum of \$1,000 for breach of agreement.

Mr. C. F. Dixon (of Messrs. Hastings and Hastings) appeared for the plaintiff, and Mr. O. D. Thomson for the defendant.

Mr. Dixon—The defendant's evidence in this case was taken *de bene esse* on Saturday. I understand that my friend admits that we have suffered damages to the extent of \$1,000 but he wishes to ask Mr. Sutherland one or two questions as to whether he had any reports from captains reflecting on the sobriety of the defendant.

His Lordship—The sobriety?

Mr. Thomson—Yes, there seems to be an impression abroad that he has exceeded himself.

His Lordship—So far as I am concerned I know nothing about it.

Mr. Thomson—The defendant wishes to have Mr. Sutherland's evidence.

His Lordship—I may say at once I never took any impression on the intemperance portion.

Mr. Thomson—But there is an impression in the colony reflecting on the defendant's sobriety, and I want to clear his character.

His Lordship—I consent to that and further I want Mr. Sutherland to prove damages. (To Mr. Thomson) Do you admit \$1,000 if there is a breach of the agreement?

Mr. Thomson—Yes, if there is a breach.

His Lordship—That is purely a legal point.

Robert Sutherland, manager of the Hongkong Office of the Indo-China Steam Navigation Company, was called and stated that in consequence of the refusal of the defendant to proceed on the *Hopsing*, the Company suffered a loss. The defendant left at Singapore on February, 8th, just when the company had the offer of a charter for the *Hopsing* from Saigon to Singapore. It was necessary for the ship to carry a doctor to Singapore, and in consequence of the defendant failing to proceed they could not carry out the proposed charter, so had to carry out another from Hongkong to Hongay and back. The difference between the earnings in these two voyages was \$3,000, and the plaintiffs had to get another doctor from England. When doctors were brought out they were usually provided with a first class passage costing about £60. In consequence of the defendant leaving the Company's service they sustained repetitions of the *Hopsing* incident.

Mr. Thomson—Did you ever have complaints from captains of other steamers as to the defendant's behaviour, especially as to his sobriety?

Witness—As to his sobriety, no.

Mr. Thomson—I submit on the legal points that under this agreement the defendant was perfectly entitled to act as he did. The agreement is a badly formed one, and I don't think it was drawn up by the defendant. We may take it that it was drawn up by the plaintiffs.

His Lordship—We know that.

Mr. Dixon—It is not wisely drawn up.

Mr. Thomson—The agreement states that "should the defendant refuse to carry out his duties through intemperance or wilful disobedience this agreement shall come to an end". That clause states in definite terms that on the happening of certain offences the agreement is put to an end. It gives to the defendant practically the option of determining the agreement at any time by wilfully disobeying the orders of the General Managers.

His Lordship—Yes, that is your contention.

Mr. Thomson—Yes, for that agreement is drawn up by the plaintiffs, presumably with a knowledge of what that clause means.

His Lordship—The defendant could break the agreement at any time by wilful disobedience or by getting drunk.

Mr. Thomson—Yes, the plaintiffs entered into the agreement containing that clause with their eyes open, and it is not now for them to say that this clause does not mean what it says.

His Lordship—Go on to the next clause.

Mr. Thomson—Should the doctor be desirous of leaving at the expiry of two years? The agreement is for two years, and he is perfectly entitled to leave after that time. Is he then desirous to return home he is to be provided with a first class passage. I don't think that clause affects the present action at all.

His Lordship—Disobedience of orders: that is what it comes to.

Mr. Thomson—If the plaintiffs insert a clause like this they must be bound by it. They cannot alter the agreement at their own option.

His Lordship—No, but take the agreement as it stands.

Mr. Thomson—I submit on the agreement as it stands, the defendant was perfectly entitled legally to act as he did.

His Lordship—Tell me what the object in taking his evidence was?

Mr. Thomson—To show that he was justified, legally and morally, in taking the course he did.

His Lordship—You call it morally, immorally, I should call it.

Mr. Thomson—When defendant joined the ship a Dr. Hartigan told him that he should get extra fees for embalming Chinamen.

His Lordship—Stop a moment. Extra money for embalming Chinamen? Do you suppose the Company are going to kill Chinamen for him to embalm?

Mr. Thomson—Dr. Hartigan told the defendant—

His Lordship—That was if there was anything to embalm.

Mr. Thomson—Dr. Hartigan gave the defendant to understand that there would be extra money for embalming.

His Lordship—That must be contingent on death.

Mr. Thomson—Dr. Hartigan also told him that after about two months on these coast port voyages he would get on the Calcutta run.

Mr. Dixon—No.

Mr. Thomson—That is in the evidence, and it is not contradicted. None of these promises have been fulfilled. Then, of course, there is the question of his expenses when he was compelled to remain ashore by order of the plaintiffs.

His Lordship—You don't mean to suggest that he was entitled to drinks?

Mr. Thomson—His evidence shows

His Lordship—Drinks.

Mr. Thomson—His evidence shows that while compelled to remain on shore he had to pay for the carriage of his baggage to the hotel where he was staying. As the defendant says in his evidence, You can't stay in a hotel all day doing nothing. The plaintiffs simply paid his board and lodgings, and his expenses on shore made a considerable hole in his £15 a month. When the defendant was engaged by Dr. Hartigan nothing was said about his having to stay ashore. Then there is the question about his trunk being detained by the plaintiffs for five months.

His Lordship—Surely you are not going to raise that point. If he has a claim against the Company he can sue them. Why is the point raised?

Mr. Thomson—Simply to show that the plaintiffs have not treated the defendant as they should have. He wrote to Mr. Gresson, then head of the firm, suggesting that he should make inquiries concerning the missing trunk, but he got no answer from the firm. They ignored him. Then there is the moral justification.

His Lordship—Getting drunk is no moral justification for his breaking his agreement.

Mr. Thomson—He has not broken it.

His Lordship—His evidence covers what I say. He has made a profit out of his own misdeeds—his own wrong.

Mr. Thomson—That is another point. I don't think the defendant has made a profit. It is perfectly true that he gets more money, but he is liable to be discharged at any moment by his present employers.

His Lordship—You don't mean to say that any employers are going to give that man an agreement after breaking this one.

Mr. Thomson—Under the agreement with his present employers he may be discharged at Singapore at any moment without a single cent, and have to find his way home.

His Lordship—Take this agreement: he forfeits any benefit under it for what he has done.

Mr. Thomson—That is the point; he cannot now get his passage home.

His Lordship—Why should he? Then he raises the argument that he has made no profit by breaking his agreement.

Mr. Thomson—He gets \$200 a month under his present employers, but he may be dismissed at a moment's notice and have to find his own way home, whereas had he remained with the plaintiffs at the end of his term he was entitled to a passage home, so I submit he has got no advantage. The extra \$50 a month does not compensate him.

His Lordship—That's his lookout. On that agreement you want to say he was entitled to do as he liked.

Mr. Thomson—Perfectly entitled.

His Lordship—Then it must be a one-sided agreement.

Mr. Thomson—The defendant said he was quite satisfied with the agreement when he was at home, but when he came out here he found things different. My argument is that the plaintiffs must abide by their own agreement, entered into with their eyes open. It is not the first time they have had to employ a doctor, and I daresay it is not the first time they have had the experience of a doctor leaving their employ. They should have been more careful in drawing up the agreement.

His Lordship—Would they have a one-sided agreement?

Mr. Thomson—If it is, it was drawn up by the plaintiffs. They cannot come to Court and say what they meant was so and so. They cannot interpolate words in their own favour as they are trying to do now. If the defendant cancels the agreement he forfeits the benefits under it.

Mr. Dixon—The construction my friend wishes to put on the agreement is not a good one and one which I submit your Lordship cannot accept. The agreement must be read as a whole, and in it there are two constructions, one contrary to and one consistent with the general intention. The general intention of the agreement undoubtedly was that the defendant should serve the plaintiffs for two years unless, in consequence of disobedience or intemperance, they should consider it necessary to discharge him.

His Lordship—They have not discharged him.

Mr. Dixon—No, but they were to have the power to if he was disobedient or intemperate. The construction Mr. Thomson puts on the agreement is unreasonable: the defendant must disobey or get drunk.

Mr. Thomson—I object to that.

Mr. Dixon—That is according to my friend's argument. Because the defendant breaks a clause of the agreement, your Lordship cannot accept the construction that the defendant is entitled to take advantage of his own wrong doing and have the agreement construed entirely in his own favour just because it suits him to do so. Regarding the trunk, everything was done to discover it, but as a matter of fact the defendant did not put it on board the launch sent out by the plaintiffs. Certain reflections are cast upon Mr. Gresson regarding the letter written to him and said to be ignored by him. That was not so.

His Lordship gave judgment for the plaintiffs for \$1,000 damages.

Friday, July 5th.

IN ORIGINAL JURISDICTION

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

CHI WO AND CO

THE FUMIGATING AND DISINFECTING BUREAU

The hearing of this action in which the plaintiffs claimed £40.3, the amount of damage

sustained by their steam launch *Hoi Po* in consequence of her having, on the night of October 21st, 1906, struck the hulk *Stanfield*, was continued.

Sir Henry Berkeley, K.C., instructed by Mr. A. C. Jackson (of Messrs. Johnson, Stokes and Master) appeared for the plaintiffs, and Mr. M. W. Slade (instructed by Mr. J. K. Hall Brutton (of Messrs. Brutton and Hett) represented the defendants.

Mr. Slade stated that the *Stanfield* was sunk on September 18th, and from that date until October 9th it was not lighted in any way. The owner was under no obligation to light it, and nobody else did light it. On October 9th one of the officials from the Harbour Office asked Mr. Gorham to light it. He did so and from that date took upon himself the lighting of the wreck. How far that would make him liable, however, was a question that might require some argument. On October 9th he gave directions to a man in his employ named Wright to see about the lighting of the hulk, and Wright sent and ordered a copper globe lamp of the best quality from Messrs. Bailey and Co. with which he lighted the wreck. He employed a sampan owner and his wife at so much a day to trim and fill this lamp but unfortunately these people, who should have been the first witnesses, had disappeared, but other witnesses would be called to prove that the hulk was lighted. Evidence was called, and the case adjourned.

HONGKONG SANITARY BOARD.

At a special meeting of the Sanitary Board held on July 2nd the Hon. Dr. Atkinson (president) presided. There were also present Hon. Mr. W. Chatham, C.M.G., (Vice-president), Hon. Mr. A. W. Brewin, R.-gistrar-General, Dr. F. Clark, Medical Officer of Health, Mr. A. Shelton Hooper, and Mr. G. A. Woodcock (secretary).

The meeting was called on the recommendation of the Medical Officer of Health whose minute read as follows:—I have the honour to recommend that a special meeting of the Board be called for Tuesday next to release the sheds at the Dairy Farm Company's premises which were declared infected last month. The farm is now entirely free of infection and the disinfection of the sheds was commenced yesterday, and will be completed on Monday. The company are not able to utilize the milk of the animals which have recovered until the Board releases the premises, and the matter therefore can hardly be allowed to stand over until the regular meeting to be held on the 8th inst.

The PRESIDENT moved that the premises be declared free of infection.

Mr. SHELTON-HOOPER seconded, and the motion was agreed to.

The meeting then ended.

THE BANKRUPT DEBTOR.

\$40,000 BAIL.

On the 28th June it was recorded that a shopkeeper named Leung Ngan-pan appeared before Mr. G. N. Orme at the Police Court on a charge of obtaining goods to the value of \$6,000 with intent to defraud, and was admitted to bail in the sum of \$10,000. The same defendant again appeared before the Court on June 28, and was charged with incurring a debt of \$10,281.97 and obtaining credit by means of fraud other than false pretences, and further that he did incur debts and liabilities amounting to \$15,425.2 and obtain credit under false pretences and by means of fraud.

Mr. H. W. Looker (of Messrs. Deacon, Looker and Deacon) prosecuted, and Mr. P. W. Goldring (of Messrs. Goldring and Barlow) represented the defendant.

Mr. Goldring applied for an adjournment, and asked that moderate bail be fixed.

Mr. Looker pressed for heavy bail as the case was a serious one, and further the defendant had filed his statement of affairs in which his assets were set out at between \$14,000 and \$15,000.

His Worship granted an adjournment, and fixed the bail in the second case at \$30,000.

THE WEST POINT MURDER.

The hearing of the charge preferred against six Indians of murdering a compatriot at West Point between May 15th and 16th was continued.

Mr. P. P. J. Wodehouse prosecuted, and Mr. E. J. Grist (of Messrs. Wilkinsons and Grist) appeared for the defendants.

Sergeant Gordon stated that on the night of the 15th, or on the early morning of the 16th May, the deceased, a watchman in the employ of Messrs. Jeejeebhoy and Co., was watching one of their godowns at Hing Lung Lane, West Point. At about eleven o'clock in the forenoon of the 16th ultimo the fifth defendant and a brother of deceased went to visit him, and found that he had been murdered. The fifth and sixth prisoners had turned King's evidence, and the fifth voluntarily made a statement to the Police saying that some of the others spoke to him about deceased, and asked if he knew how much money the murdered man had.

His Worship—That is not evidence unless you are going to call them.

Mr. Wodehouse—We are going to call the fifth and sixth defendants.

His Worship—You withdraw the charge against them?

Mr. Wodehouse—Yes.

His Worship—The fifth and sixth defendants are discharged.

Dr. Heanley then gave evidence as to the various wounds received by deceased, and Mr. H. E. Goldsmith, Assistant Engineer in the Public Works Department put in a plan of the building where the murder was committed, after which the hearing was adjourned.

The hearing of the charge preferred against four Indians of murdering a compatriot at West Point between May 15th and 16th was continued at the Magistracy on July 1st before Mr. Hazeland.

Mr. P. P. J. Wodehouse prosecuted, and Mr. E. J. Grist (of Messrs. Wilkinsons and Grist) appeared for the defendants.

The charge against Thaker Singh, one of the defendants having been withdrawn, he gave evidence, stating that on the 14th ult. he was in the company of an Indian watchman employed by Watson and Co. in Des Voeux Road and noticed the first, second and fourth defendant standing on the other side of the road. The fourth defendant called him and he and his companion joined the latter and proceeded in the direction of the Naval Yard. Defendant asked him when Maila, the deceased, was going home to India, and witness replied that he was not going home yet. Then defendant asked if Maila had remitted any money to India, to which witness replied that Maila had sent 20 rupees a few days before and that the brother of Maila had sent 200 rupees to India. Defendant did not return any answer to this, but afterwards remarked that he would tell witness something if he would act upon it. Witness said—Yes, if you will tell me something good. I will act upon it. Then they separated. On the day following he met the third defendant and was informed that the fourth defendant wished to see him but he said he would not go to see him. The third defendant went away, and later that night the first and second defendants called upon witness. The first defendant told him that the fourth defendant wanted him and asked him why he wouldn't go, to which he replied that he was on duty and could not go. The first and second defendants caught him by each arm and dragged him from Duddell Street, up Ice House Street, along Wyndham Street to the place in Qu-ai's Road Central where the fourth defendant was employed. There he saw the third and fourth defendants. The latter asked him why he hadn't come, but he did not answer. The first defendant asked the fourth if the knife was all right, as the night was wet and dark. The fourth defendant said nothing. The first defendant said to the second—"The thing that you have, where is it," to which the latter replied—"It is in my possession. I will bring it." The second defendant went towards certain stairs and returned with a knife and a chopper. He could see those by the light of the lamp. Witness could not recognise the knife nor chopper produced. The first defendant remarked to the fourth that the second and he were going

along the Praya. When they left the third defendant observed that he would go along the tram route, and he went away. Then the fourth defendant took witness towards the Central Market and met Kishin Singh, who was asleep on the road near to the place where he was employed as watchman. Witness woke him and the fourth defendant asked Kishin Singh if he had gone to Maila, and received an affirmative answer. After some conversation the fourth defendant said—"Let's go," and they proceeded to West Point, and arrived at Maila's house. There they found the first and second defendants standing outside the wooden door. The first went towards the door and called out for Maila, and the reply was received—"who are you?" The first defendant said—"I am Kaiser Singh. Has Maher Singh (third defendant) been to see you?" The first defendant added that he had quarrelled with the third defendant and that they wished to take him back to where he was employed. The third defendant, who was inside, then opened the door and came out. Thereupon the first and second defendants entered, followed by the third, who closed the door. Witness saw deceased enter the kitchen and the two men followed him on the pretext that they wanted a drink of water, while the third remained beneath and the fourth defendant and witness were outside. After that witness heard a voice from the kitchen exclaim—"I'm dead." In about a quarter of an hour the first and second defendants returned and went into the sleeping room at the bottom of the stairs, where they remained about fifteen minutes. Afterwards they left the premises by jumping over the door. The first defendant said to the fourth—"Let us go now; we have done the work." Both the first and second defendants had bloodstains on their clothes. Case adjourned.

POLICE COURT INTERPRETER IMPERSONATED.

When a Chinaman from Foochow called at the Police Court on June 26th and asked for the Chiu Chau interpreter attached to the Magistracy he appeared as greatly surprised on being presented to Mr. Nolan as that gentleman was surprised and chagrined on learning the story which this man had to tell. It is alleged that the visitor from the Chinese city came here in search of an absconding partner whom, he stated, defrauded him of \$26, 0/0. Believing the absconder was in the Colony he presented a petition at the Magistracy praying for the arrest and extradition to China of his partner. There he was informed that it was necessary to apply to the Chinese Government. As he was leaving the prisoners' room attached to the Police Court, the visitor was detained by a well-groomed Chinaman, said to be the son of a district watchman, who inquired about his trouble. The man from Foochow told the story of his wrongs and explained what he had just been told to do, when the native who accosted him offered to lend a helping hand. He was familiar with Ho Kong, and could be of great assistance, and as for his bona fides, well, he was Chiu Chau interpreter at the Magistracy. That was sufficient. The man with the plausible tongue offered to put the petition through expeditiously, and bring about the arrest of the absconder. The visitor was profuse in his thanks, and straightway carried off this new fledged comrade who had befriended him, to a restaurant, where they dined and the visitor paid the local man \$10. After an excellent meal, which was paid for by the visitor, the pair parted, the Hongkong man ostensibly to search for the defaulting partner. On the day following, the man from Foochow was visited by the native who had undertaken his case, and a friend, who was introduced as a detective, and told the northerner that he was on the trail of the runaway partner, and would soon bring him to justice. This news so gladdened the heart of the visitor that he took the men who were working so disinterestedly in his cause to one of the best Chinese hotels at Shek-tou-tai, where he stood them a dinner. The day after this the Hongkong man again called on the anxious merchant and told him that they could now arrest his partner, but must first have \$25 for expenses. The amount was paid over, and the visitor waited until his

friends returned to inform him of the arrest. As they did not call on him again, however, his impatience led him to the Police Court, and there he was presented to the Chiu Chau interpreter as stated. As soon as he was told the story Mr. Nolan put the matter in the hands of Detective-Sergeant Sullivan, and the detective's inquiries led to the arrest of a man named Pun Kin-tong. He was charged before Mr. F. A. Hazeland at the Police Court yesterday with obtaining \$25 by false pretences, and Mr. C. F. Dixon (of Messrs. Hastings and Hastings) appeared for the defence. Mr. Dixon stated that the complainant approached his client with reference to the matter, and the defendant undertook to effect the arrest of the absconding partner. He was paid \$25, and if the arrest was not compassed within ten days the money was to be returned. The case was remanded.

MISARRIAGE OF JUSTICE.

On the 25th June issue we reported that two natives were convicted on a charge of selling fish in the avenue of the Western Market, fined \$50 apiece, and also ordered by Mr. F. A. Hazeland to be exposed in the stocks for six hours. One of the men pleaded guilty, but it appears that the other man, when asked what he had to say in reference to the charge, replied that he was a new comer. This was subsequently proved to be true, but not before the visitor was let forth as an offender against the law and suffered the degradation of public exposure in the stocks for about one hour. After sentence was passed his friends learned of his plight, called and conferred with Mr. Grist, and that gentleman was not long in reaching the Police Court to apply for a rehearing of the case. This was granted, and Mr. Grist pointed out that his client had only recently arrived in the Colony from the country, and was bound for America. On the morning of his arrest he was on a visit to the Western Market, and happened to be passing the other unlicensed fishmonger when he was taken in charge by the Sanitary Inspector. His Worship ordered the visitor's immediate release.

THE BISHOP HOARE MEMORIAL.

For some time past it has been felt to be desirable that some Memorial of the late Bishop Hoare should be erected in the Colony of Hongkong and wonder has been expressed that so long a time should have been allowed to elapse before any steps were taken in the matter. Good reasons for the delay existed, one of the chief reasons being the fact that those nearest and dearest to the Bishop were anxious that no sympathy with them should be allowed to interfere in any way with the outflow of charity to those of the Chinese Community who had suffered so severely in that same typhoon. At a meeting of the Hongkong Colonial Church Council held in March a Committee was appointed to consider the question of a Memorial, and at a more recent meeting of the Colonial Church Council, when the report of the Committee had been received, it was definitely resolved that a Memorial should be erected and that it should take the form of a window with the approval and sanction of the Cathedral Church Body, of a Memorial Window in the Cathedral Church of St. John the Evangelist, Hongkong. The Cathedral Church Body have cordially approved of the idea and have indicated the large window of the South Transept as the most suitable window for the Memorial. It is estimated that the cost of this window will be at least \$5,000 and to procure this amount it has been decided to initiate a fund to be called the Bishop Hoare Memorial Fund. Mr. J. C. Peter, of the Hongkong and Shanghai Banking Corporation, has been appointed Hon. Treasurer, the Hon. Dr. J. M. Atkinson, the Rev. G. A. Bailebury, and the Rev. F. T. Johnson have been appointed Hon. Secretaries, and those named, with the Venerable Archdeacon Bristow as Chairman, and Mr. H. W. Slade, have been appointed an Executive Committee. We publish a letter on the subject.

HONGKONG VOLUNTEER CORPS.

The conditions for "The White Horse Trophy" competition are appended:

1. The Trophy shall be known as "The White Horse Trophy."
2. It shall be open for competition to teams from the Hongkong Volunteer Corps and Hongkong Volunteer Reserve Association.
3. It shall be shot for once in each year, and shall be won three times in succession, or five times in all before becoming the property of the winners. Both teams shall fire on the same day.
4. The Trophy shall be held by the winners each year, who shall be responsible for its safe custody.
5. The competition shall be conducted under Bisley Rules on the King's Park Range, if available.
6. Teams shall consist of ten men a side, all scores to count.
7. The Ranges shall be 200, 500 and 600 yards.
8. Rifles shall be any British Service Pattern of 303 calibre.
9. The number of shots shall be seven at each range with one sighting shot at each range (not to count) one "blow off" shot shall be allowed at the 200 yards range only.
10. Targets and scoring shall be the latest Bisley.
11. Ammunition shall be issued on the range and no other shall be allowed.
12. The expenses of the Match shall be borne equally by the competing clubs.
13. Not less than two months' notice shall be given to competitors of the date on which it is proposed to hold the competition.

NATIONAL BANK OF CHINA, LD.

The sixteenth ordinary annual meeting of shareholders in the National Bank of China, Ltd. was held at the bank at noon on Saturday. Mr. J. Scott Harston presided, other shareholders present being Messrs G. C. Moxon (managing director), J. E. Joseph, E. S. Kadoorie, E. Howard, Ellis Kadoorie, E. Haskell, H. Pinckney, P. Loureiro, Yeung Pat-leung and Chau Ki-peu.

The notice calling the meeting having been read,

The CHAIRMAN said: Gentlemen—The report and balance sheet for the year ending 31st December 1906, having now been some time in your hands I will, with your permission, adopt the usual course, and take them as read. I do not think the figures call for special comment, but I am sure you will be pleased to see that profits exceed those of the preceding year. Your Board still desires to carry out the policy set forth in the Bank's report for the year 1905 and pay no dividend until reserve funds show a substantial sum—as they feel sure that this is a wise and prudent course to pursue. I am glad to be in a position to inform you that by a recent decision of the House of Lords the appeal of the Founders against the finding of Mr. Justice Farwell in the Chancery Division of the Supreme Court of Judicature in England has been dismissed with costs. The net result of this is that the Bank is now absolutely the property of its ordinary shareholders and its accounts may be presented in the form now before you. Before formally moving the adoption of the report and accounts I shall be glad to answer any questions in my power.

No questions were asked, and the CHAIRMAN moved the adoption of the report and accounts.

Mr. ELLIS KADOORIE seconded, and the motion was carried.

Mr. MOXON proposed, Mr. HASKELL seconded, and members agreed to the re-appointment of Messrs. Low and Bingham as auditors.

The CHAIRMAN—That concludes the business, gentlemen. Thank you for your attendance.

Sportsmen who are fond of shooting big game might not go wrong if they paid a visit to the Kowloon-Canton Railway works at Shatin. There, for the past week a tigress and her cub have been visiting the camp and carrying off pigs, and have to risk only an occasional revolver shot from the miners who, apparently, are not keen sports.

CORRESPONDENCE.

BISHOP HOARE MEMORIAL.

[TO THE EDITOR OF THE DAILY PRESS.]

SIR—We shall be glad if you will allow us, through the columns of your newspaper, to inform the many friends of the late Bishop Hoare that it is proposed to erect a stained-glass window in the Cathedral Church of St. John the Evangelist, Hongkong, as a memorial of his eight years' tenure of the see of Victoria, South China.

It is estimated that the cost of this window will be at least \$5,000, and to procure this amount it has been decided to initiate a fund to be called the Bishop Hoare Memorial Fund. Mr. J. C. Peter, of the Hongkong and Shanghai Banking Corporation, has kindly consented to act as Hon. Treasurer and will be glad to receive donations towards the proposed memorial.—We are, &c.

J. M. Atkinson }
G. A. Bunbury } Hon. Secretaries.
F. T. Johnson }

THE CUBICLE QUESTION.

[TO THE EDITOR OF THE "DAILY PRESS."]

SIR,—With reference to the above question which is at present occupying the attention of our Legislators the following proposals with regard to dealing with cubicles as applied to existing houses, may not be out of place.

Mr. Osborne is no doubt right when he says "we have to have them," therefore the only question to be solved is how to make them as little objectionable as possible. The Government when dealing with this question must be prepared to give a little, if they are to receive anything in exchange and where, in my opinion, they should be prepared to give, is with regard to the "external air" or the 13-foot clause of the existing Ordinance. I am quite convinced in my own mind that a hard-and-fast rule cannot be laid down to legislate for cubicles or rooms in existing houses, but every house must be taken on its own merits: and, therefore, the Government must be prepared to give a certain amount of latitude when dealing with this matter. The erection of cubicles or rooms should not be refused in a house, where, say, it is impossible to obtain within a foot or two the exact floor area as laid down by the Ordinance, but what might be insisted on is that an owner should do the best that is possible with his house, and if, when a plan is sent in which the Government considers could be improved upon, it should be returned for amendment.

Now it seems to me that for windows to cubicles or rooms to open into a space of 13 ft. should not be made a *sine qua non* for the existence of such cubicle or room. My own personal experience makes me think that the great point to be acquired is that cubicles should, have a window opening into the outer air, and to obtain this I propose that an area should be made in the centre of the house, the width of the area to depend upon the length of the house.

I attach plans showing my proposal as applied to two, say, common types of houses, one a seventy-five foot house with a kitchen and area of 50 square feet at the back, the other a fifty-foot house with half kitchen and half area in the rear.

In the former case I propose to cut an area 10 feet wide in the centre of the house throughout its height. This will have the effect of lighting the centre of the ground floor as well as the upper floors.

On the first floor (if the Government are prepared to waive the 13 feet clause) we can obtain four rooms all having windows opening directly into the outer air and two cubicles without windows. The two halves of the house would be connected by a bridge, on to which window cut down to the floor level would open.

Under the Ordinance as at present it is house could only have three cubicles or rooms even if the 13 foot clause were waived. My scheme under similar licence admits of six. The same arrangement applies to the top floor.

The fifty-foot house is treated in a similar manner but with a six-foot area, admitting of four rooms all with windows opening into the outer air.

I do not pretend that this scheme is a perfect one and there exists a slight objection on the first floor in the case of the inmates of the upper floors having to pass over the bridge from one staircase to the other. But the actual staircases would be shut off from the rooms by wood screens as is the present custom, and I think this objection would disappear when the inmates had got used to the arrangement. On the top floor this objection would not occur.

There is no doubt that this scheme would not be as effective as that proposed by the Hon. Mr. Chatham by pulling down the upper storeys of every third house, but I submit that mine is much simpler and less expensive. His scheme gives no benefit to the ground floor and involves resumption, whereas in this scheme the owner retains both house and land, and instead of weakening the houses, as in Mr. Chatham's scheme, the introduction of cross walls is a considerable addition of strength. On the ground floor the area would be formed by building two arches which would carry the walls above.

The whole question hinges on whether the Government (with regard to existing houses) is prepared to waive the present law, that a room to be habitable must have a window opening into a space of 13 feet. In my own opinion it is far more important to get landlords to provide a type of house where it is possible to get a number of rooms, each with a window of its own opening into the outer air, than to insist on the present rule by which it is impossible in ninety-nine houses out of a hundred to provide more than one room and one cubicle, and where the rest of the house is divided up by means of filthy hangings supported by bamboos hung from the ceiling. I am, Sir—Yours etc.

H. W. BIRD.

* Definition of a cubicle from Public Health and Buildings Ordinance:

Cubicle means any portion of a room which is partitioned off for the purposes of being used as a sleeping place, and which is not provided with a sky light window or windows of its own (independently of the window area of the room in which such cubicle is erected) opening either directly or across a verandah or balcony with the external air etc.

THE SUBSIDIARY COIN WORRY.

The current *Gazette* contains the following announcement:—Whereas there is an excessive amount of Chinese coins at present in circulation within the Colony and whereas residents may be deceived as to the value of these coins it is hereby notified for public information that the proper market value of a nominal dollar's worth of so called subsidiary coins minted at Canton or other places in China is only about 89ths of the value of the standard coin of the Colony. Thus ten of the Chinese ten cent pieces are worth only about 89 cents of the Mexican dollar. Residents are therefore warned against accepting these foreign coins at more than the value stated unless they have previously agreed to do so. The legal limit of tender of Hongkong subsidiary coins is \$2 nominal value in silver and \$1 in copper. The public is also informed that whereas at present the Hongkong subsidiary coinage is at a discount in the market all such coin received in accordance with law by Government Departments is being retained and not re-issued. It will from time to time be melted down and sold so as to reduce the amount, in circulation, of such coinage to that required by the necessities of business in the Colony. Any person or Company doing business in the Colony may, on application to the Colonial Secretary, or Registrar-General for Chinese firms, be furnished with copies of this notice for posting up on their premises.

The missionaries are naturally gratified when the Chinese show sincerity for reform. Here is evidence of undoubted sincerity. A native paper states that the Chinese Ministry of War has decreed that any officer or private found to be an opium-smoker is to be decapitated.

CANTON.

(FROM OUR CORRESPONDENT.)

June 26th.

TAN DAYS—PERHAPS MORE.

I reported to you some time ago that Viceroy Chou Fu issued a notification that he will cease to receive petitions on and after the 3rd day of the 5th moon. It is reported now that His Excellency has now received a cablegram from the Central Government stating that His Excellency Shum has been granted ten days sick leave by the Throne and will remain in Shanghai to recruit his health. The telegram also requests Viceroy Chou Fu to continue to transact provincial affairs as Kwangtung is a large province and has many important matters which must be attended to. This will be good news to the owners of the s.s. "Chan Hing" of Hongkong as their case has been pending settlement for a considerable time owing to her flying the Chinese flag.

CHINA ASSOCIATION PLEASE NOTE.

The Commissioner of Customs has issued a notification that Chinese candidates with English education are invited to attend examinations for positions in the outdoor staff of the I. M. Customs. Salary 3 H. K. Taels per month with 5 H. K. Taels for house allowance. These positions have hitherto been held exclusively by foreigners.

THE RAILWAY.

Wo Chi-Chan, a merchant here, has received a letter from Viceroy Shum requesting him to make peace between the Hongkong and Canton shareholders of the Yuet-Han Railway Company, Limited.

OPIUM SHOPS.

The Chief Superintendent of Police has issued a notification stating that all public opium dens must be closed for business within the 6th moon. Should any of them be found to carry on business after the 6th moon their houses will be seized and confiscated and the proprietors will be arrested and imprisoned.

VESTIGIA NULLA RETRORSUM.

Some time ago Viceroy Chou Fu delegated deputies to inquire amongst the colleges if those professors who had removed their queues would be willing to replace them in return for official rank of the 5th degree. All the professors of the law colleges made excuse that as they intend to take a trip to Japan during the summer vacation, it is inconvenient to replace their queues at present.

GOOD SILK CROPS.

Silkworm culture is considered as the chief and most important industry in the Nam Hoi and Shun Tak districts. According to the report of the silkworm rearers this year the first three silk crops have each yielded more than 80 per cent. of the average. This is very satisfactory, but the results of three crops following are expected to be even better. The price of mulberry leaves is between Tls. 25 and Tls. 26 per picul.

Canton, July 1st.

DEPARTURE OF VICEROY CHOU FU.

H. E. Chou Fu having obtained the long sought for permission to leave has received a reply to his last cable memorial and has left Canton for Whampoa, whence he will go to Hongkong en route to Shanghai. H. E. in his memorial stated that a successor having been appointed to the Two Kwang Viceroyalty he had no power and could not take the responsibility of guaranteeing order in the two provinces. The people are anxiously awaiting the arrival of Viceroy Shum. Meanwhile, the Fan-Tai (Provincial Treasurer) has taken over the seals. Viceroy Chou Fu's departure has put the administration department in a muddle as all the important posts are now held by acting officials with limited responsibility.

ARMY REORGANIZATION.

Military organization seems still to be the order of the day. There is great activity here in all the barracks but especially in this noticeable amongst the Manchu and Banner troops. Since the arrival of H. E. Marquis Li, the grandson of the late Li Hung Chang, the Manchu and Banner troops have been thoroughly reorganized and old fogies replaced by the more active element. H. E., who is a thorough English scholar,

attends drill himself every day and is causing quite a stir amongst the conservative officials.

COMICAL CAVALRY.

In connection with the daily exercise that of shooting on horseback has given rise to an incident very characteristic of Chinese and shows to what extent reorganization is necessary. Most of the cavalrymen had either sold or hired out their mounts. Consequently ponies had to be got at the last moment by hook or by crook. There has been such a sudden demand for ponies that the hiring price which was hitherto at \$1.50 per diem at most has now reached the enormous price of \$12.00. Soldiers had to sacrifice a month's pay to put in an appearance. One may judge the awkwardness of the situation when instead of the 3000 ponies that ought to be in the official stables there are only 500 or 600 available. It is an easy matter to improvise a Chinese warrior by putting a coolie into a uniform, but it is quite another matter to place the said coolie on a charger. H. E. Li is highly to be commended for his activity and seems to have inherited in full his grandfather's genius.

MACAO.

(FROM OUR CORRESPONDENT.)

July 2nd.

NO TENDERS FOR THE LOTTERY.

Last Thursday was the day appointed for opening tenders for the Santa Casa da Misericordia Lottery Monopoly, but not a single tender was received. Hang Wo, the present farmer, runs the business up to November. It is evident that the Macao lottery monopoly is not the profitable concern it was a few years ago.

THE FANTAN MONOPOLY.

The new *fan-tan* farmers took over the monopoly yesterday. Business has been far from flourishing in the *fan-tan* shops lately owing to the large exodus of people in consequence of the plague scare. Seven of the sixteen houses have now been closed. But the new farmers are to pay the Government \$450,000 a year for the monopoly, which works out at \$50.00 per house if only nine houses are maintained. Evidently *fan-tan* is a profitable game—for the banker!

CHINESE MERCHANTS AND THE NEW TAXES.

A deputation of Chinese merchants waited upon H. E. the Governor a few days ago and represented the demoralising effect of the new "business taxes" on the trade of the Colony. What will be the upshot of these representations I am not able to say, but the Government should be in a position by this time to see that this "business tax" is a monumental piece of folly and the sooner it is abolished the better for the prosperity of trade in the Colony.

THE MIDDLEMAN IN CHINA.

One of the weakest points in the position of the foreign man of business in China, is his utter and unavoidable dependence on native intermediaries for the carrying on of his transactions with the people of the country. This helplessness is not, of course, by any means confined to the business man. We all, whatever our vocations may be, have to look to our native hangers-on for assistance in carrying on our daily life. And we do so, while fully conscious that we have to pay, directly or indirectly, for that assistance a good deal more than the stipulated wage. Take, for instance, merely the running of a household. Foreigners here, we believe, made the experiment of purchasing their own meat, vegetables, groceries, and the like, with a view to saving the extra expenditure supposed to be involved by utilising a middleman in the shape of the boy or the cook. But it is, after all, extremely doubtful whether the hypothetical saving can really be effected; and it is, at the same time, almost certain that the vexation and worry of direct dealings with Chinese petty traders, are cheaply ransomed at the cost of the cook's brokerage or the boys "squeeze." As a matter of common knowledge, a native will not sell to a foreigner any article whatever at as low a rate as he will to a compatriot. It is quite useless to complain about the injustice

of such favouritism; differential tariffs of the kind exist all over the Far East and, for that matter, all over Asia. Even foreigners are not all treated alike. The *taipan* is bled more freely than his clerk, the consul than his assistant. The motto "Noblesse oblige" is current in Cathay. Probably all classes of lay Europeans pay more for the necessities of life than any missionary. And all of us, from chiefs of princely houses downwards, find sooner or later, for our own comfort and advantage, whether in household matters or in more important affairs, we are absolutely compelled to rely on native go-betweens for the transaction of business. No familiarity with the language, no intimate acquaintance with the manners and customs of the people, makes the slightest difference. The Chinese are accustomed to the use of middlemen; it is part of their social system; and middlemen they will have. Luckily we have here to do with a people whose honesty in business transactions may be called proverbial. Britons tested it thoroughly during the opium war seventy years ago and on many an occasion since. "Squeezing" there is; it is another social peculiarity of the Chinese. It is so much a necessity that it may be said to be taken as a matter of course and is in a manner legitimised. No money, it is well understood, can pass through the hands of compradore or shroff, of cook, or coolie, without a percentage sticking on the way. But the percentage is practically uniform and has come to be classed tacitly as a recognised brokerage, and the amount can scarcely ever be said to be other than reasonable.—*Foochow Echo*.

TEXT OF THE FRANCO-JAPANESE AGREEMENT.

The official translation of the Franco-Japanese Agreement, reads as follows:—

ARRANGEMENT.

The Government of His Majesty the Emperor of Japan and the Government of the French Republic, animated by the desire to strengthen the relations of amity existing between them, and to remove from those relations all cause of misunderstanding for the future, have decided to conclude the following Arrangement:

"The Governments of Japan and France, being agreed to respect the independence and integrity of China, as well as the principle of equal treatment in that country for the commerce and subjects or citizens of all nations, and having a special interest to have the order and pacific state of things preserved especially in the regions of the Chinese Empire adjacent to the territories where they have the rights of sovereignty, protection or occupation, engage to support each other for assuring the peace and security in those regions, with a view to maintain the respective situation and the territorial rights of the two Contracting Parties in the Continent of Asia."

In witness whereof, the Undersigned: His Excellency Monsieur Kurino, Ambassador Extraordinary and Plenipotentiary of His Majesty the Emperor of Japan to the President of the French Republic, and His Excellency Monsieur Stephan Pichon, Senator, Minister for Foreign Affairs, authorized by their respective Governments have signed this Arrangement, and have affixed thereto their seals.

Done at Paris, June 10th, 1907.

(L. S.) S. KURINO.

(L. S.) S. PICHON.

DECLARATION.

The two Governments of Japan and France, while reserving the negotiations for the conclusion of a Convention of Commerce in regard to the relations between Japan and French Indo-China, agree as follows:

The treatment of the most favoured nation shall be accorded to the officers and subjects of Japan in French Indo-China in all that concerns their persons and the protection of their property, and the same treatment shall be applied to the subjects and protégés of French Indo-China in the Empire of Japan, until the expiration of the Treaty of Commerce and Navigation between Japan and France of August 4, 1890.

Paris, June 10th, 1907.

(L. S.) S. KURINO.

(L. S.) S. PICHON.

HONGKONG GYMKHANA CLUB.

Patrons: His Excellency Sir Matthew Nathan, K.C.M.G.; His Excellency Vice Admiral Sir Arthur W. Moore, K.C.B., K.C.V.O., C.M.G.; His Excellency Major-General R. G. Broadwood, C.B.; Commodore R. H. S. Stokes, R.N.

Committee: The Stewards of the Hongkong Jockey Club (Ex-officio); H. E. Mr. F. H. May, C.M.G.; Major Parker; Mr. C. H. Ross; Mr. H. P. White; Mr. G. K. Hall Brutton; Mr. D. MacDonald and Captain Thompson.

Mr. C. H. Ross, Judge; Mr. H. P. White and Major Parker, Haudicappers; Mr. D. MacDonald, Clerk of the scales; Major Parker, Starter; Mr. Paterson, 2nd Starter; Mr. T. S. Forest, Time Keeper; Mr. R. F. C. Master, Hon. Sec. and Treasurer.

July 6th was an ideal day for racing and a day that invited all out of doors. For once the Gymkhana Club meeting was favoured with splendid weather, and members must have been delighted to see such a large gathering in attendance. The ladies were present in force, clad in their summer attire which added to the pretty picture the flat presented. H. E. the Officer Administering the Government was present before the first race started, being accompanied by a large party to the Governor's stand. Throughout the afternoon music was supplied by the band of the Middlesex Regiment. The racing on the whole was good, and some very acceptable dividends were paid, especially on the winners in the cash sweeps. Seldom, if ever, did a hurdle race cause so much excitement as Saturday's, and it was fortunate for the riders who were unseated to have escaped with so little damage. First of all Mr. Brutton was thrown, but was soon up and after his runaway pony; then Mr. Master came to grief as his pony balked at a hurdle, and rider and pony disappeared from view into the ditch which runs by the course. Mr. Master managed to get up on to the bank, but it was some time before he could leave the field, even with assistance. No bones were broken, but he was sorely bruised. The next rider to lose his mount was Mr. Roberts. Sirocco refused to take a hurdle, the jockey was thrown and the pony made its way out of the course. This list of accidents damped all interest in the hurdle race as a race. Minnoch was the only pony left, and, although he was bent on winning, it was apparent that Commander West, the jockey, intended to be careful not to add another to the list of accidents in this event. He piloted his pony slowly round the course and carefully through the broken hurdles, and was accorded a cheer as he passed the winning post. Although the Challenge Cup brought forth only three starters, still the race was a splendid one, and was well won by Coxcomb, Blue Nile running a close second. The Ladies' Nomination Egg and Spoon Race furnished amusement for many, while in the Tent Pegging Challenge Cup there was some skilful tilting at the ring the knight who carried off the honours being Mr. C. H. Ross. The results were:—

ONE MILE FLAT RACE—HANDICAP.—For Subscription Griffins of this season 1906-07. Jockeys who have not won more than two official races in Hongkong, Shanghai or Tientsin allowed 5 lb. Entrance fee \$5. 1st Prize: A Cup presented by C. H. Ross, Esq. 2nd Prize: \$25. (Entrance fees to go to winner.)

Mr Dryasdust's b. Grey Tick, 10st 7lb ... 1
Dr J. W. Noble's b. No Savvy, 10st 12lb ... 2
H.E. Mr. F. H. May's g. Highland Heather 10st 5lb ... 3
Mr Darius' g. Dreadnought, 10st 12lb ... 0
Mr Medico's, ch. Nigel, 11st 0lb ... 0

The start saw Grey Tick in the run, No Savvy being second, and Nigel lengths behind in the rear. As the field passed Bowington, Nigel drew level with Dreadnought and Highland Heather, but the leaders continued in advance of the field by about four lengths. Passing the incline, No Savvy was a neck ahead of Grey Tick, but the latter regained his lead passing the village and raced home a length ahead of the field.—Time—2 min 10 2/5 secs. The Pari Mutuel paid \$21.60 on the winner, while in the cash sweeps the first horse paid \$220.50 and the second \$63.

GYMKHANA CLUB CHALLENGE CUP.—Distance one mile. For all China Ponies. Catch weights at 10 st. 6 lb. Winners of an open race or open Griffin race 5 lb. extra. Non-winning Subscription Griffins allowed 5 lb. Jockeys who have not won more than two official races in Hongkong, Shanghai or Tientsin allowed 5 lb. To be won by the pony scoring most marks in the races for the cup, counting 4 points for a first; 2 for a second; and 1 for a third. The benefit of marks already scored to pass with the pony on a sale. Any winner of the race to carry 5 lb. extra for each win in subsequent starts for the Cup, but in the event of a pony carrying the penalty not winning, 2 lb. to be deducted next time he starts. Penalties accumulative up to 15 lb. Entrance fee of \$5 to go in the purchase of a memento to the winner of each race, and \$25 to second pony out of the Club funds. At the conclusion of the season a cup, value \$100, will be presented to the owner of the pony obtaining the second highest number of marks.

Mr Dryasdust's cr. Coxcomb, 11st 11lb (Mr. Dupree) 1
Mr Godfrey Master's h.d. Blue Nile 11st 0lb (owner) 2
Mr E. Kadoorie's w. Manchurian Chief 10st 6lb (Mr. Clark) 3

Coxcomb sprung into the lead from the start, but Manchurian Chief led the field past the Judge's box for the first time, Coxcomb being second and Blue Nile third. Manchurian Chief led the field by several lengths until the football stand was reached, when Coxcomb was observed to be lessening the distance between himself and the leader. Blue Nile was also observed to be drawing up, and as the field entered the straight they were nearly abreast. Coxcomb was then driven hard, assumed the lead and maintained it until the finish, Blue Nile taking second place and Manchurian Chief third. Time—2 min. 48 4/5 secs. The Pari Mutuel paid \$10.20 on the winner. The drawer of the first pony in the cash sweep received \$396.90; the drawer of the second \$113.40; and the drawer of the third \$66.70.

LADIES' NOMINATION—EGG AND SPOON RACE.—Each Lady will be provided with a spoon; at the word go Lady will throw spoon to the gentleman nominated by her who will be standing dismounted a short distance away. Gentleman to mount and gallop to a basket in which a number of eggs will be placed, dismount and obtain an egg, mount with egg and spoon and return to lady carrying egg in spoon, hand egg and spoon to lady who will run carrying egg in spoon to a post about 10 yards away. First lady past post with egg intact properly carried in spoon to win. Gentlemen must not touch egg with any part of hand after mounting. Lady must not touch egg with any part of hand. Open to members of both services as well as to members of the Gymkhana Club. Entrance fee \$3. 1st and 2nd Prizes presented by the Club. Post Entries accepted.

Mr Vernon and Miss Layton ... 1
Mr R. F. C. Master and Miss Stella Hooper ... 2
The other competitors were disqualified for crossing the line.

HURDLE RACE.—For China Ponies. Distance about One Mile and a Quarter. Catch Weights 10 st. 8 lb. Winner of Hurdle Race at last Gymkhana 5 lb. extra. Entrance fee \$5. 1st Prize: A Cup presented by His Excellency Mr. F. H. May. 2nd Prize: \$25. (Entrance fees to go to winner.) Post Entries. No race unless four starters.

Mr Robert's Sirocco, 10st 8lb (Mr. West) 1
Mr G. K. Hall Brutton's Sanguine, 10st 8lb (owner) 2
Mr Rolason's Beaufort, 10st 13lb (Mr R. F. C. Master) 3
Mr Rolason's Minnoch, 10st 8lb (Mr. Roberts)

The hurdle race proved a chapter of accidents, and only one pony was successful in covering the course. The field got a good start, Beaufort taking the lead at the first hurdle. At the second hurdle Mr. Brutton was unseated, then Beaufort went into the ditch, giving his rider a nasty spill, indeed, it was some time before Mr. Master was able to leave the field. Then Sirocco's rider lost his seat and Minnoch was the only pony left in the race. He traversed

the course slowly, at the same time showing that he would prefer a gallop, and passed the winning post first, his rider receiving a cheer from the stand. The winner paid \$111.10 on the Pari Mutuel and \$67.50 in the cash sweeps.

TENT PEGGING CHALLENGE CUP.—Presented by His Excellency Major-General Broadwood, C.B. For China Ponies. To be run for five times and to be won by the rider scoring most marks at the end of the season. Best of three runs at each meeting. Points for pace and style. Open to members of both services as well as to members of the Gymkhana Club. Winners of this event at previous Gymkhana this season to count marks scored by them at this meeting towards aggregate only. Mementoes presented at this meeting to be taken by riders scoring highest number exclusive of previous Winners. Entrance fee \$3. A memento presented to the 1st and 2nd at each meeting.

1—Mr C. H. Ross, 25 points
2—Mr W. S. Dupree, 18 points
3—Mr Logan, 16 points
0—Mr G. C. Moxon, 15 points

WELTER RACE.—About 3 Furlongs. For all China Ponies. Catch weights over 13 stone. Riders and ponies in the regular racing events at this Meeting to be barred. Open to members of the Jockey Club and members of both services as well as to members of the Gymkhana Club. Entrance fee \$5. 1st Prize: A Cup presented by Paterson, Esq. 2nd Prize: \$25. Post Entries.

Crisis, 13st (Mr Gegg) ... 1
Velocity, 13st (Mr Elwes) ... 2
Mr H. Tiffenbach's Emerald King, 13st 0lb (owner) 3
Commander Magendie's Polar Star, 13st 0lb (owner) 0
Mr Godfrey Master's Drayos, 13st 0lb (Mr Daniel) 0
Mr M. W. Slade's Zapeter, 13st 0lb (owner) 0
Mr T. C. Vernon's d. Quicksand, 13st 0lb (owner) 0
Mr Sherlock's Dublin, 13st 0lb (Mr Logan) 0
Mr Læpe's Kaya 13st (owner) ... 0
Highland man, 13st (Mr Morrell) ... 0

The flag dropped in this event to the largest field of the day, and although the race was short it was a willing one. The field got a good start and entered the straight in a bunch. Then Crisis drew ahead and continued his lead until the finish, beating Velocity by about a length. Emerald King was third. Time—1 min. 43 3/5 secs. The Pari Mutuel paid \$15.70 on the winner, while the cash sweeps paid \$510.30 on the first pony, \$145.80 on the second, and \$72.90 on the third.

ONE MILE AND A QUARTER FLAT RACE. HANDICAP.—For all China Ponies. Jockeys who have not won more than two official races in Hongkong, Shanghai or Tientsin allowed 5 lb. Entrance fee \$5. 1st Prize: A Cup presented by J. R. M. Smith, Esq. 2nd Prize: \$25. (Entrance fees to go to winner.)

H. E. Mr F. H. May's Highland Heather 10st 4lbs (owner) 1
Mr Rolason's Beaufort, 10st 6lb (Mr Dupree) 2
Mr Medico's Nigel, 10st 13lb (Mr G. C. C. Master) 3
Messrs. T. F. Hough & R. Shewan's Pride of Cadzow 10st 6lb (Mr Brutton) 0
Mr A. Morley's Southdown, 9st 11lb (Mr Morley) 0
Mr Outlaw's Robin Hood (Late As Usual), 9st 8lb (Mr Roberts) 0

This, the last race of the day, was won by H. E. the Officer Administering the Government, who rode Highland Heather to victory. The field were despatched in order, Beaufort making the pace with Nigel well up in second position and Highland Heather third. The other three ponies raced together some distance behind, but fell so hopelessly to the rear by the time the leading trio was passing the village, that it was apparent the race was between three. Here the field closed up and raced neck and neck into the straight. Then the test of the stamina of the ponies. Whips were plied as they were urged to the final sprint. They all made the effort, and Highland Heather was successful. He passed the winning post some four lengths ahead of Beaufort who was leading Nigel by a length.

Time—2 min. 49-4/5 secs. The Pari Mutuel paid on the winner \$57.70, while the cash sweeps paid \$441 on the first, \$126 on the second, and \$63 on the third pony.

COMPANY MEETINGS.

S. MOUTRIE AND CO., LTD.

The eighth annual meeting of S. Moutrie & Co. Ltd. was held at Shanghai June 27. There were present Messrs. E. C. Pearce, (Chairman) J. M. Young and W. C. Murray (Directors) Mrs. F. Nazer, C. C. Duzman, A. E. Jones, A. Mansfield, Capt. W. Smith G. Paine, J. A. Ballard, F. M. Matthews, (Shareholders) L. Jupp (Manager) and R. T. Brimer (Secretary) representing 880 shares.

The Chairman said:—Ladies and Gentlemen:—In moving the adoption of the report and accounts which have been in your hands some few days, I presume if no shareholder present has any objection I may take them as read. Before making any reference to the accounts, Ladies and gentlemen, I must refer to the extreme regret that we all feel in the untimely death of our very respected Managing Director, Mr. Moutrie, whose energy and hard work in connection with the company have been of the greatest assistance in the welfare of your business since its formation. In his lamentable death the company has lost a valuable and honourable worker. I am sure that in expressing our heartfelt sympathy towards his widow and family I am only echoing the feeling of all shareholders present and absent. Due to the death of Mr. Moutrie the management falls on the hands of Mr. J. H. Hinton who unfortunately at the moment is away in England on sick leave. In the meantime however your business is being conducted by Mr. L. Jupp, in whom your Directors place the utmost confidence, his acting appointment having been approved by Mr. Hinton. Mr. Mansfield has been placed in charge of the factory. In turning to the accounts for the nine months terminating 31st March, it is with regret that your board is unable to recommend any dividend, proposing as they do to carry forward to next year's working the balance of \$10,329.58 standing at the credit of profit and loss account. As you are all aware trade in Shanghai for the period these accounts cover has been far from satisfactory, and a business like ours which is more or less a luxury to the purchasing public, is the first to feel the pinch of bad times. The working account for the nine months under review show I regret to say only \$18,973 profit as against \$42,132.87 for the year terminating June 1906. This result, I need hardly say, is disappointing and requires an explanation. In making a careful study of the different departments, in order to ascertain the cause for so unsatisfactory an out-turn we find that the demand for pianos has declined very considerably and our sale of these instruments during the nine months has fallen off to a very great extent. The tuning account owing to increased travelling expenses and outward passages for tuners is less by \$3,000 than last year, while it has been found necessary to write off some \$2,100 from your pianos on consignment at the different Treaty Ports. The quietness of all trade has seriously affected our business in pianos, but on the revival of better times I feel sure that this department will be the first to reap the benefit. The running expenses of the business have increased some \$2,500—due to increase of salaries, higher advertising fees, etc. Working account has also been debited with passage moneys amounting to about \$1,000—as well as by an allowance to Mr. Hinton of \$2,250—in accordance with his agreement, which agreement terminated on the death of the late manager. Tieutsin has, I regret to say, owing to exceptional expense incurred not such a satisfactory result. Your Hongkong Agency under the management of Mr. Paine is showing considerable progress month by month. The sale of gramophones has by no means fallen off and continues to give satisfactory results. Your stocks are considerably heavier than in former years, but your Directors confess that a greater increase was anticipated in the turnover than has actually taken place. Your stock, which I need hardly add has been very carefully valued, has been augmented to meet

that anticipated growth, which unfortunately as I have already pointed out has not yet shown itself owing to the slackness of trade generally. Your increased stock has not unnaturally led to the necessity of raising monetary accommodation, and as shown in the accounts we have had to obtain a loan of \$21,000.00 as well as increasing our Bank overdraft to \$42,901.99, this has caused further expenditure in interest which for these nine months at \$4.82.50 as against \$2,477.43 last year. You will also notice that we have written off \$2,813.44 for bad and doubtful debts.

The increase in Furniture Fixing and Tools of some \$1500.—is due to cost of extra machinery at your factory, which will pay for itself as time goes on in the saving of labour wages. It is rather against my principles to say anything about such an unknown factor as the future, but this I can state that every effort is being made to reduce your stocks and minimise expenditure and judging by the manner in which this year has started in sales of pianos and other musical instruments, I think that we may confidentially look for better results during the ensuing twelve months and I sincerely trust that by this time next year we shall be able to lay a more satisfactory report and accounts before you. With these remarks gentlemen, I beg to propose that the report and accounts be passed, but before putting the motion to the meeting I shall be pleased, to the best of my ability to answer any questions you may ask.

There being no question,

The Chairman proposed, Mr. Young seconded, and it was carried, that the report and accounts as presented be passed.

Mr. Jupp proposed, Mr. Jones seconded and it was carried, that Mr. W. C. Murray be elected a Director of the Company.

Mr. Jones proposed, Mr. Paine seconded, and it was carried, that Mr. A. R. Leske, be re-appointed auditor of the company for the ensuing year.

The Chairman proposed, Mr. W. C. Murray seconded, and it was carried, that the next annual general meeting of the company be held during the month of June 1908.

THE YANGTSE INSURANCE ASSOCIATION, LTD.

CAPITAL INCREASED

An extraordinary general meeting of this Company was held at Shanghai on June 28. There were present—Messrs. J. M. Young (Chairman), H. J. Such, J. Prentice, E. B. Skottowe, C. W. Wrightson (Directors), J. H. Teesdale (Legal Adviser), W. S. Jackson (Secretary), R. A. Clarke, Chok Lai long, F. A. Cumming, R. Macgregor, T. A. Clark, G. H. Purcell, J. A. Ballard, D. M. Gubby, Jeang Pin-on, G. M. Wheelock, T. Bassett, E. L. Sanders, G. D. Coutts, A. McLeod, H. S. Robert, C. E. Anton, A. S. Bremner, and A. S. P. White-Cooper (Shareholders), representing 92 shareholders, holding 4,322 shares.

The notice having been read, the Chairman asked the secretary to read the resolutions, which were as follows:

1.—(a) That under the powers conferred by the Memorandum and Articles of Association, the capital of the Association be increased by the issue of 4,000 new shares of Dollars 100 each, in addition to the 8,000 shares already existing.

(b) Such new shares shall in proportion to the amount then paid up thereon, rank for dividend as and from the 1st day of January 1908 and be in all respects *pari passu* with the existing ordinary shares in the Association.

(c) Such new shares shall be offered to the shareholders on the Register on the 30th day of November 1907 at a premium of \$4.00 per share upon the footing that the sum of \$60.00 shall be deemed paid on each share taken up, plus the premium (making together the sum of \$100.00 per share) in the proportion of one new share for every two existing shares held by shareholders and such offer shall be made by notice specifying the number of new shares to which the shareholder will be entitled and stating that such offer will be deemed to be declined unless an acceptance thereof in writing is delivered to the Bankers of

the Association, the Hongkong and Shanghai Banking Corporation at Shanghai, or the Chartered Bank of India, Australia and China at Shanghai or the Secretary of the Association at the Company's Head Office, No. 29, The Bund, Shanghai, on or before November 30, 1907, together with the said sum of \$10.00 per share for each new share so accepted.

(d) Upon the acceptance and payment within the time mentioned the shares so accepted and paid for shall be allotted accordingly.

(e) On and after the 1st day of December 1907 any shares not then accepted (and paid for) shall be disposed of by the directors, either to shareholders or to others in such manner as they may deem advisable at a price not being less than the nominal value thereof, and any premium obtained thereon shall be dealt with by the Board in their discretion.

(f) No fractional shares shall be issued. The Chairman then said:—You have heard the resolutions just read, and which I beg to propose, and which are seconded by Mr. Such. Before putting same to the meeting I crave leave to say a few words.

At the Ordinary Annual General Meeting of the Association held on April 26 last, I explained that it was the intention of your directors to ask you to increase the capital in order to enable them to comply with the requirements of the New State Laws of the Californian Government which required a deposit with the same of G. \$200,000—in U. S. Bonds and or stocks—before permission can be obtained for the Association to continue to do business in that State, or by making the deposit in the State New York permission can be obtained to do business in any of the States of America. The matter has continued to have the careful consideration of the Board, and under the guidance of our legal advisers, notice was given to shareholders on the 5th instant of the meeting we are now holding for the purpose as therein set forth, and as read by the secretary, and of the ordinary resolutions I have proposed, and which your directors hope you will pass. The new State Laws of the Californian Government will come into force on January 1, 1908, so that it was necessary to make the date of payment for the new shares November 30 to give us time to get the money invested in the United States, and the investments deposited before January 1. Besides having to provide this specific amount of G. \$200,000—the large increase that has taken place in our business, and which we trust will continue, makes it most desirable to strengthen the financial position of the Association generally. These resolutions are ordinary resolutions and do not require to be confirmed at a second extraordinary meeting. Some shareholders appear to have been in doubt as to the meaning of Clause (c), and it may be as well to explain here that the new shares will be issued to shareholders (one new share for every two old shares) at a cost of \$100 local currency per share, and of this \$100 per share, \$60 will be placed to capital account and the premium of \$40 per share will be placed to the credit of the reserve funds. As it will be necessary, in the event of the resolutions being carried at this meeting, to issue new share certificates in exchange for existing certificates, shareholders will be requested to forward the certificates they now hold to the secretary to be exchanged for new certificates with the increased amount of capital embodied therein, so that the old and new share certificates may bear the same capital. Before putting the resolutions to the vote, I shall be glad to answer any questions shareholders may wish to ask or to hear any remarks shareholders may wish to make in connection with the proposed increase of capital.

There being no remarks, the Chairman put the resolutions to the meeting, and they were carried, *nem. con.*

The Civil Service Co-operative Society having been enlarged to include the military, naval yard employees and police, it is now proposed to include the Volunteers, and steps to attain this end will shortly be taken. The success of the co-operative undertaking is already assured, and we are informed that a dividend of five per cent will be paid on the first quarter's operations.

COMMERCIAL.

SILK.

Mr. F. C. Heffer's report, dated S'hai, 26th June, states:—Telegrams report quiet markets at home and quote Gold Kiling in London at 15s. Raw silk.—The recent decline in the Japanese market is responsible for the cessation of the demand from Europe, and since our last issue practically nothing has been done in Tsateles. A few transactions are reported in Chincums and Kaihings. Steam Filatures.—Nothing doing. Hand Filatures.—There is no business to report. Yellow Silks.—The market opened for Mienyangs on the basis of Tls. 375 to 355 for S. T. 1 and 2, and about 400 bales were settled. Mienchows have been taken at Tls. 405.

RICE.

Messrs. W. G. Hale & Co.'s circular, dated Saigon, June 28th, has the following:—Our last circular was issued on the 31st ultimo and the latest postal advices received since that date is as follows:—Hongkong 25th instant; Yokohama 14th instant; Manila 21st instant; Java 21st instant; Singapore 24th instant; and London 17th ultimo.

We quote for July/August delivery:—

No. 2 White sifted (<i>trié</i>) steam milled (round)	
No. 2 White unsifted (<i>ordinaire</i>) steam milled (round)	\$3.75
5 % Cargo steam milled (round) ...	\$3.27
10 % Cargo steam milled (round) ...	\$3.17
20 % Cargo steam milled (round) ...	\$2.10

* Prices according to terms and conditions.

OPIUM.

HONGKONG, July 5th.

Quotations are:—Allowance net to 1 catty.

Malwa New	\$800	to —	per picul.
Malwa Old	\$830	to —	do.
Malwa Older	\$860	to —	do.
Malwa Very Old	\$920	to —	do.
Persian Fine Quality	\$600	to —	do.
Persian Extra Fine	\$650	to —	do.
Patna New	\$840	to —	per chest.
Patna Old	—	to —	do.
Benares New	\$830	to —	do.
Benares Old	—	to —	do.

PIECE GOODS.

Messrs. Noel, Murray & Co.'s Report on the Shanghai Piece Goods trade, dated Shanghai, 27th June, 1907, states:—We are glad at last to be able to advise a distinctly better feeling in this market, and the ray of light that has broken on it is very welcome. The more settled state of affairs in the North, and generally satisfactory reports regarding the crops, probably have a good deal to do with it, but beyond that is undoubtedly the feeling that the statistical position, in face of the small fresh supplies that can be placed on the market before the end of the year; is far more favourable than it has been for some time past. Especially so is this the case with American makes, as practically nothing more can be received here this year, unless orders are placed very promptly, which is not likely as long as present prices are maintained on the other side. Deliveries compare satisfactorily with last year to date in most articles, and give very fair promise to be fully up to the average off-take of the first half year, and there is no reason to think they will not continue on the same scale. In fact the prospect is that it will be much more if the good news received from Manchuria is maintained. The agricultural outlook is now said to be most promising; the people are, apparently, pleased and contented with the officials that have been appointed and have great confidence in them, moreover, satisfactory agreements have been made by the Chinese Authorities to put the railway tariff on an equitable basis and so do away with the disabilities that have practically put Newchwang out of the trade so far. The Tairen (Dalny) Customs is to be opened on the 1st July, and in order to assist in that the South Manchurian Railway has agreed not to transport goods beyond Kwantung without a certificate stating that duty has been paid, the customs tariff, etc., being the same as at Newchwang. The consummation of these arrangements will be watched with interest, as if carried through with sincerity it will enable direct shipments to Newchwang to be resumed. Manchester continues very strong and the quotations received for staple goods are fully a shilling to eighteen pence over current prices here. Cotton has again been subject to fluctuations in Liverpool, Mid-American dropping to 6.95d. and recovering yesterday to 7.15d. the price for "futures" on the 25th being 6.75d. when spot was 7.11d. In New York 11.44 cents is quoted for October and 11.60 cents for January

option. The market for piece goods keeps very strong and further return shipments are being made hence. The yarn market has shown considerably more activity during the interval in Indian spinnings for which there appears to be some quite satisfactory orders from the country. Japanese yarn, however, is easier in sympathy with Osaka, but holders are not generally disposed to make concessions. The local mills are not having a happy time. Most of them are curtailing their supply by working only four days a week, the present price of cotton allowing but little margin at present, and the raw staple keeping nominally very firm though the stock is much mixed and quality very irregular. Clearances of English goods have improved somewhat, but it is felt that many of the dealers are waiting until next month before taking delivery in order to avail themselves of the higher exchange they had previously settled as compared with current rates. It is unfortunate that the legitimate course of trade should be constantly interrupted by these vagaries of exchange. Stocks.—The forms for returns of stock at the end of this month have already been circulated and holders should be prepared to make them as promptly as possible so as to have as accurate a return as possible at this juncture. Some interested parties are trying to make out that the estimates based on returns for the 31st December are excessive, and it would be a thousand pities to have the figures discredited. Grey Shirtings.—Some actual sales have been made from first hands during the interval at rather better prices than holders were offered before. Although these prices are considerably below replacing cost importers have met the demand to a certain extent, and quite a fair number of small parcels have been sold of both 8.4 lbs. and 10 lbs. makes. White Shirtings.—Are going steadily into consumption, but fresh supplies are evidently not so much in request as grey goods, and this is borne out by the auctions, where prices continued to be very irregular. Drills and Sheetings.—Holders of the former are strong. Tls. 4.50 being wanted for Peppersell, but so far not meeting with much response. Fancy Goods.—In the private market fresh business appears to be a stand still, while from stock only retail transactions are passing. At auction Turkey Reds have kept fairly steady to firm for the old chops, the new ones being rather slated on their second appearance. For the East Black Cotton Italians former prices were paid almost throughout. Woollens.—The market is decidedly better and prices at auction have shown advances in Caulets of as much as four mace in some colours, but they run very irregularly. And the same with Long Ells, but they have only varied about 5 cents. Lastings are distinctly firmer and Spanish also show a steady advance. Cotton Yarn.—Indian.—A very satisfactory increase in the demand during this week has to be reported, especially for Nos. 10 and 20, which would seem to confirm the suspicion entertained for some time past by holders that buying orders were being held back. It has caused a distinctly firmer feeling in the market and many of the transactions show an advance of a tael and even more. No. 10s have been in most request and are certainly the firmest, being wanted for both Tientsin and Szechuen. The few 12s and 16s, which have been bought for Kiangsi are also firm, while the No. 20s show some irregularity, though the more favourite spinnings are decidedly stronger in price.

Messrs. Ilbert & Co.'s Piece Goods Report of June 27th, is as follows:—The market throughout continues to show steadily gathering strength, as one important outlet after another begins to show disposition to purchase supplies. Ningpo and the nearer points commenced early in the week, and during the past few days a strong demand is in evidence from Hankow, the planting out of rice in the Yangtze Valley being now practically all completed, while the marketing of the wheat and bean crops is putting money into circulation. Home markets continue upon an unapproachable a level as has been the case for so long past, and although the improved tone here has caused a certain amount of inquiry for replacing purchases, the basis of values ruling here precludes fresh business, which is just as well until the present congestion is considerably eased. The statistical position of stocks of American goods is greatly improving, and whereas Drills have already become reduced to a quantity which admits of a steadily advancing level of values, the figures of Sheetings also are getting down to a more moderate compass. The stock this time last year of these latter goods stood at 3,903,000 pieces; it is now 2,794,000 pieces, but re-shipments to America by the str. Braemar which has not yet been included in the customs returns, reduces this

figure by about 50,000 pieces, that is to 2,744,000 pieces. Taking the average of the past five years as a basis for the quantity of clearances of American Sheetings during July, August and September, which is 1,128,000 pieces, the stock is thus reduced by September 30 to 1,816,000 pieces. The position, therefore, to-day is practically the same as in June of 1905, at which time stocks were down to about this last-named quantity, for whereas in 1905 fresh cargo coming forward in its usual course would counter-balance clearances, this season there is nothing to come forward. The latter point might further be enlarged upon, for it is well known that no fresh supplies can come forward for a considerable time further off than September 30 next, but at present it is sufficient to note that the market values of 3-yard sheetings is Tls. 4.60, and that clearances are going on upon a scale which is slightly in excess of the normal average.

MISCELLANEOUS EXPORTS.

The following is from Messrs. Arnhold, Karberg & Co.'s fortnightly Produce Circular, dated Shanghai, 27th June, 1907:—Gallnuts.—Market weak; holders are not willing to reduce their prices although the demand from home is decreasing. Cowhides.—In the last fortnight the last stocks have been disposed of and the season may be considered closed. Tobacco.—No desirable quality to be had. Feathers.—Hardly any cargo is offered. Even small orders cannot be executed. Cotton.—There is very little demand from home; market dull. Tallow.—Prices unchanged; a few transactions have been made. Strawbraid.—Some business has been done in fine and medium square mottled, Loyal white, and Yangshen white, mostly to Europe. The American market remains very quiet and for split straw especially there appears to be little demand. Goat skin Rugs.—A good business at fairly high prices has been done up North. Wool.—Sheep's.—The market remains very firm and the small parcels of Szechuen wools are readily taken. Camels'.—Market strong. Wool Oil.—The market is a little firmer, but no greater business reported. Antimony.—A few small lots have been sold at low figures.

For steamer *Prometheus*, sailed on 20th June. For Havre:—76 bales bamboos. For Havre or London or Continent:—40 cases essential oil, 10 cases bristles. For Smyrna:—35 bales galangal. For London:—35 bales waste silk, 210 cases tea, 450 bales canes, 650 bales mats, 20 cases bristles, 200 cases soy, 138 bales feathers, 65 packages blackwoodware and sundries. For London or Glasgow:—50 cases ginger. For London or Continent:—178 bales canes. For London or Hamburg:—58 bales canes, 117 bales feathers. For Hamburg or Antwerp:—100 bales feathers, 10 cases bristles. For Copenhagen:—100 bales feathers. For Rotterdam:—100 cases cassia, 300 bales bamboo scraps, 60 bales canes, &c. For Antwerp:—60 bales feathers.

SHARE REPORTS.

Messrs. J. P. Bisset & Co.'s Share Report for the week ending June 27th, 1907, has the following:—In view of the Settlement for June on the 28th instant, a fair amount of shares have changed hands for this particular adjustment. We don't think there will be any difficulty in a satisfactory arrangement as the settlement is not a large one. The T/T rate on London to-day is 2s. 11½. Banks.—Hongkong and Shanghai Banks. Very small lots have changed hands during the week at \$873 with exchange 73½. Insurance.—There is no business reported under this heading. Small lots of Yangtze Insurance shares are on offer at \$175. Shipping.—A small demand sprang up for Indo-China S. N. Co. at the equivalent of Tls. 5½ for July, viz., Tls. 29½ for the Pref. and Tls. 21½ for the deferred shares. Some shares have changed hands at these figures. Shanghai Tug & Lighter Co. Ordinary and Preference close with sellers at Tls. 47 and Tls. 50 respectively. Docks and Wharves.—Shanghai Dock and Engineering Co. No business was reported this week until yesterday, when a sale took place at Tls. 78 for June, closing with sellers at this rate. Hongkong and Whampoa Docks have improved to \$105 buyers in Hongkong. Shanghai and Hongkew Wharves. The market opened on the 21st with a sale at Tls. 220 for June, and this has been the ruling quotation during the week. A considerable number of shares have changed hands and we quote this price at closing. Sugars.—Perak Sugars have been in demand and the price has risen this week from Tls. 82½ to Tls. 90. A few shares can be obtained at this price. Mining.—Kaiping. The only business reported is a small lot of bearer shares at Tls. 15.96 and ordinary shares at Tls.

15.85. Lands.—Shanghai Land Investment. There is no change to report, and the market closes at Tls. 103 for the old and Tls. 102 for the new shares. There is no other business to report. Industrial.—Ewo Cottons. Considerable business has been done and the market gradually hardened from Tls. 62½ for June to Tls. 64. For September shares were placed at Tls. 64½, Tls. 65, and Tls. 65½, and closed with sellers at Tls. 66. International Cottons. There are sellers at Tls. 50. Shanghai Gas Co. A fair number of shares have changed hands this week at Tls. 106. Maatschappij, &c., in Langkats. The market opened at Tls. 290 for June, and receded on the 22nd to Tls. 287½. This market is proverbially irregular and on Monday the price once more advanced to Tls. 290 and Tls. 292½ for June. For September Tls. 300 and Tls. 302½ was recorded. The market closes with sellers at Tls. 292½, and we think all, or nearly all, the Settlement's requirements have been met. Shanghai Sumatras. There are buyers at Tls. 108 and sellers at Tls. 110. Miscellaneous.—Hall and Holtz. Transactions are reported at \$21½. Llewellyn & Co. There are buyers at \$41. S. Moutrie & Co. Some shares are offering at \$49. Shanghai Horse Bazaars have been dealt in at Tls. 44. Telephones have declined to Tls. 57½. Loans and Debentures.—There is no business reported this week.

HONGKONG, 5th July, 1907.—The general condition of our market has undergone no material change during the past week, and though quietness has prevailed we close fairly steady at current quotations. Exchange on London is to-day quoted at 2/2½ T.T. and on Shanghai at 72½ T.T.

BANKS.—Hongkong and Shanghai have hardened somewhat, and sales of small parcels have been booked at \$680 ex the new issue, and at \$522½ for the new issue with the first call of £15 paid up. A few fractional certificates have also changed ownership at \$19 to \$195 premium, call payable by purchaser. London quotes £79 ex new issue, and £59 for the new issue, first call of £15 paid. Nationals have undergone no change, but are in request at quotation.

MARINE INSURANCES.—Unions close firm at \$760, at which rate small parcels have been fixed during the interval. Cantons have been booked, and more shares are wanted, at \$270. North Chinas have sold, and a few more shares are procurable, at Tls. 75. Yangtzes have improved to \$175 with buyers, and China Traders are still in request at \$90.

FIRE INSURANCES.—Chinas have sold at \$86½ and \$87, and close with buyers at \$86. Hongkong Fires are unchanged and without business.

SHIPPING.—Hongkong, Canton and Macao have been fixed at \$30, \$31½ and \$30½, and a few odd lots are at the moment available at \$30. Indos are quiet but with a firmer tendency at \$69. Douglases have improved to \$41 buyers after small sales at \$40 and \$40½. Star Ferries and Shell Transports are neglected and without business.

REFINERIES.—China Sugars have declined to \$100 at which rate shares are probably procurable. Luzons continue neglected at \$21 sellers.

MINING.—Rauls have been booked at \$6 and more shares are obtainable. Charbonnages close in request at \$480.

DOCKS, WHARVES AND GODOWNS.—Hongkong and Whampoa Docks are easier at \$105, after small sales at \$106 and \$105½. Hongkong and Kowloon Wharves are procurable at \$79, and a slightly lower rate would probably be accepted for a marketable quantity. New Amoy Docks are still in request at \$11½. Shanghai Docks are quoted in the latest telegrams from the north at Tls. 76, and Shanghai and Hongkew Wharves at Tls. 222½, both with buyers.

LANDS, HOTELS AND BUILDINGS.—Hongkong Lands are a trifle easier with small sellers at \$105. Kowloon Lands have been booked at \$37 and West Point's again at \$50. Hongkong Hotels remain on offer at \$118, and Humphreys Estates to a small extent at \$10½. Shanghai Lands have hardened, and are now quoted at Tls. 104 and Tls. 103, for the old and new issues respectively.

COTTON MILLS.—We have no local business to report. Ewos have declined to Tls. 64, but in other respects the Northern mills are without change.

MISCELLANEOUS.—China Borneos have been booked and are still on offer at \$9. China

Providents, Fenwicks, and Electrica are also procurable at quotations. Cements have been booked at \$16½ and more are available at \$16½; however there are buyers, and a fair quantity could be placed. Peak Tramways are wanted at \$10½ for the old ex new, and at \$11 for the new issue with the first call of \$1 paid. Ropes have improved to \$22½ buyers, but shares are apparently still unprocurable. Watkins have declined to \$3 sellers, and Watsons to \$11 after sales at that rate and \$11½.

Quotations are as follows.—

COMPANY.	PAID UP.	QUOTATIONS.
Alhambra	\$200	\$120
Banks—		
Hongkong & Shanghai	\$125	\$680, x.n.i. \$522½, n. i. (£15 p'd up) Ln. £79, x.n.i. Ln. £59, n. i. (£15, paid up)
National B. of China	26	\$51
Bell's Asbestos E. A.	12s. 6d.	\$7, sellers
China-Borneo Co.	\$12	\$9, sellers
China Light & P. Co.	\$10	\$6½, sellers
China Provident	\$10	\$9, sales & sellers
Cotton Mills—		
Ewo	Tls. 50	Tls. 64
Hongkong	\$10	\$11½, sellers
International	Tls. 75	Tls. 50
Laon Kung Mow	Tls. 100	Tls. 82½
Soychee	Tls. 500	Tls. 330
Dairy Farm	\$6	\$15, buyers
Docks & Wharves—		
H. & K. Wharf & G.	\$50	\$79, sellers
H. & W. Dock	\$50	\$105, sellers
New Amoy Dock	\$6½	\$11½, buyers
Shanghai Dock and Eng. Co., Ltd.	Tls. 100	Tls. 76
Shanghai & H. Wharf	Tls. 100	Tls. 222½
Fenwick & Co., Geo.	\$25	\$17½, sellers
G. Island Cement	\$10	\$16½, sellers
Hongkong & C. Gas	\$10	\$17½, buyers
Hongkong Electric	\$10	\$14½
Hongkong Hotel Co.	\$50	\$118, sellers
Hongkong Ice Co.	\$25	\$245
Hongkong Rope Co.	\$10	\$22½, buyers
Insurances—		
Canton	\$50	\$270, sales
China Fire	\$20	\$86, buyers
China Traders	\$25	\$90, buyers
Hongkong Fire	\$50	\$325, sellers
North China	\$5	Tls. 75, sellers
Union	\$100	\$700, sales & buy.
Yangtze	\$60	\$175, buyers
Land and Buildings—		
H'kong Land Invest.	\$100	\$105, sellers
Humphreys Estate	\$10	\$10½, sellers
Kowloon Land & B.	\$30	\$37
Shanghai Land	Tls. 50	Tls. 104
West Point Building	Tls. 50	Tls. 103
Mining—		
Charbonnages	Fcs. 250	\$480, buyers
Rauls	18 10	\$6, sales
Peak Tramways	\$10	\$12, x.n. (o.s.s. & h.) \$11½, (new)
Philippine Co.	\$10	\$5
Refineries—		
China Sugar	\$100	\$100
Luzon Sugar	\$100	\$21, sellers
Steamship Companies		
China and Manila	\$25	\$15
Douglas Steamship	\$50	\$41, buyers
H., Canton & M.	\$15	\$30, sales
Indo-China S.N. Co.	\$10	\$69
Shell Transport Co.	\$1	\$6½
Star Ferry	\$10	\$26, sellers
Do. New	\$5	\$16½, sellers
South China M. Post.	\$25	\$23, sellers
Steam Laundry Co.	\$5	\$7
Stores & Dispensaries.		
Campbell, M. & Co.	\$10	\$20, sellers
Powell & Co., Wm.	\$10	\$8, sellers
Watkins	\$10	\$3, sales & sellers
Watson & Co., A. S.	\$10	\$11, sellers
United Asbestos	\$4	\$10½, buyers
Do. Founders	\$0	\$150
Union Waterboat Co.	\$10	\$12½, sales

VERNON & SMYTH, Brokers.

TONNAGE.

HONGKONG, 28th June.—There has been very little demand for tonnage during the period under review, and rates all round have declined. From Saigon to Hongkong, 11½ cents last; to Philippines, 28 cents nominal; to Shanghai, one fixture effected locally at 25 cents, and several steamers have been closed up North at 28 cents; to Japan, 25 cents nominal; to North Coast Java, 20 cents per picul. From Java to Hongkong, no demand. From Bangkok to Hongkong, 27½ cents and 20½ cents per picul. From Newchwang to Canton, 2 charters put through at 20 cents, and one at 17 cents. Coal freights continue firm. From Moji to this, \$1.80 last; to Canton, \$2.60; to Singapore, \$1.80. From Hongkong to Hongkong, \$1.50; to Canton, \$2.00; to Swatow, \$1.75; to Amoy, \$2.00. The following are the settlements:—

An Indo China S. N. Co.'s steamer, Newchwang to Canton, 20 cents per picul.
Heimdal—Norwegian steamer, 761 tons, Newchwang to Canton, 20 cents per picul.
Kiyo Maru—Japanese steamer, 903 tons, Newchwang and Tairen to Canton, 17 cents per picul.
Solstad—Norwegian steamer, 897 tons, Moji to Canton, \$2.60 per ton.
Landrat Scheiff—German steamer, 1,012 tons, Wakamatsu to Canton, \$2.60 per ton.
A China Navigation Co.'s steamer, Moji to Hongkong, \$1.80 per ton.
Tolv—Norwegian steamer, 740 tons, Bangkok to Hongkong, 27½ cents and 20½ cents per picul.
Pheumphen—British steamer, 1,065 tons, Saigon to Singapore, \$4,000 lump sum.
Amara—British steamer, 1,566 tons, Saigon to Shanghai (2,000 T.), 25 cents per picul.
Pronto—Norwegian steamer, 837 tons, Saigon to Hongkong, 12 cents per picul.
Derwent—British steamer, 1,309 tons, Saigon to Hongkong, 12 cents per picul.
Clara Jensen—German steamer, 1,103 tons, Saigon to Hongkong, 11½ cents per picul.
Nanshan—British steamer, 1,209 tons, Saigon to Hongkong, 10 cents per picul.

EXCHANGE.

MONDAY, July 8th.

ON LONDON.—	
Telegraphic Transfer	2/2½
Bank Bills, on demand	2/2½
Bank Bills, at 30 days' sight	2/2½
Bank Bills at 4 months' sight	2/2½
Credits, at 4 months' sight	2/2½
Documentary Bills, 4 months' sight	2/2½
ON PARIS.—Bank Bills, on demand	275½
Credits 4 months' sight	28½
ON GERMANY.—On demand	224
ON NEW YORK.—Bank Bills, on demand	5½
Credits, 60 days' sight	5½
ON BOMBAY.—Telegraphic Transfer	163
Bank, on demand	163½
ON CALCUTTA.—Telegraphic Transfer	163
Bank on demand	163½
ON SHANGHAI.—Bank, at sight	73
Private, 30 days' sight	73½
ON YOKOHAMA.—On demand	107
ON MANILA.—On demand	107½
ON SINGAPORE.—On demand	7½ p.m.
ON BATAVIA.—On demand	131½
ON HAIPHONG.—On demand	4½ p.m.
ON SAIGON.—On demand	4 p.m.
ON HONGKONG.—On demand	67½
SOVEREIGNS, Bank's Buying Rate	\$ 9.10
GOLD LEAF, 100 fine, per tael	\$17.90
BAR SILVER, per oz	31

SUBSIDIARY COINS.

	per cent.
Chinese 20 cents pieces	\$2.64 discount.
" 10 " "	9.35 "
Hongkong 20 " "	7.80 "
" 10 " "	8.00 "

FREIGHT.

From Hankow per Conference Steamers.—To London and Northern Continental ports 45/- per ton of 40 c. ft. plus river freight. To Genoa, Marseilles or Havre 45/- per ton of 40 c. ft. plus river freight. To New York (via Suez) General Cargo 30/- per ton of 40 c. ft. plus river freight. To New York (via Suez).—Tea 37/6 per ton of 40 c. ft. plus river freight. To New York (overland).—per carload, Tea G. \$1½ cents per lb. gross, less than carload, Tea G. \$1½ cents per lb. gross, plus river freight. To Shanghai.—Tea and General Cargo, Tls. 1.00 to 1.80 per ton weight or measurement.

SHIPPING.

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

June—

ARRIVALS.

- 27, Fausang, British str., from Moji.
 27, Skrumstad, Nor. str., from Tourane.
 28, Benavon, British str., from Shanghai.
 28, E. F. Ferdinand, Aus. str., from Kobe.
 28, Glenesk, British str., from Moji.
 28, Hong Moh, British str., from Singapore.
 28, Kweiyang, British str., from Shanghai.
 28, Liangchow, British str., from Hongay.
 28, Ponglong, German str., from Bangkok.
 28, Riojun Maru, Jap. str., from Shanghai.
 28, Seiko Maru, Jap. str., from Foochow.
 28, Socotra, British str., from Yokohama.
 29, Bourbon, French str., from Saigon.
 29, Empire, British str., from Melbourne.
 29, Giran Maru, Jap. str., from Moji.
 29, Johanne, German str., from Haiphong.
 29, Joshi Maru, Jap. str., from Tamsui.
 29, Kenkou Maru, Jap. str., from Saigon.
 29, Keichow, British str., from Tientsin.
 29, Kwana Lee, Chinese str., from Shanghai.
 29, Manila, German str., from Manila.
 29, Mausang, British str., from Sandakan.
 29, Taikesan M., Jap. str., from Kutchinotzu.
 29, Tam ng, British str., from Manila.
 30, Amara, British str., from Saigon.
 30, Chihli, British str., from Haiphong.
 30, Dagny, Norwegian str., from Dalny.
 30, E. of India, British str., from Vancouver.
 30, Foochow, British str., from Moji.
 30, Haimun, British str., from Coast Ports.
 30, Hangsang, British str., from Shanghai.
 30, Hanoi, French str., from Haiphong.
 30, Kashima Maru, Jap. str., from Japan.
 30, Knivsberg, German str., from Macao.
 30, Pitchaburi, German str., from Bangkok.
 30, Quarta, German str., from Saigon.
 30, Signal, German str., from Singapore.
 30, Snullberg, German str., from Haiphong.

July—

- 1, Amoy, German str., from Quin Hou.
 1, Antiochus, British str., from Liverpool.
 1, Braemar, British str., for Keelung.
 1, C. Apcar, British str., from Singapore.
 1, Daravongse, German str., from Bangkok.
 1, Hailan, French str., from Hoihow.
 1, Hue, French str., from K. C. Wan.
 1, I. Monarch, Brit. str., from Kutchinotzu.
 1, Kagashima Maru, Jap. str., from Moji.
 1, Mlike Maru, Jap. str., from Singapore.
 1, Nikkai Maru, Jap. str., from Hongay.
 1, Triumph, Ger. str., from Haiphong.
 1, Zafiro, British str., from Manila.
 2, Hyson, British str., from Foochow.
 2, Lydia, German str., from Haiphong.
 2, Nippon M., Jap. str., from San Francisco.
 2, Prinz Ludwig, German str., for Bremen.

June—

DEPARTURES.

- 28, Glenfalloch, British str., for Amoy.
 28, Gragory Apcar, Brit. str., for Shanghai.
 28, Hinsang, British str., for Singapore.
 28, Hongkong, French str., for Haiphong.
 28, Koko Maru, Japanese str., for Moji.
 28, Nicomedia, Ger. str., for Portland (Or.).
 28, Petronia, Russian str., for Saigon.
 28, Taiwan, British str., for Saigon.
 28, Telemachus, British str., for Saigon.
 28, Tingsang, British str., for Shanghai.
 28, Yuensang, British str., for Manila.
 29, Aldenham, British str., for Australia.
 29, Benavon, British str., for London.
 29, Cap Corso, British str., for Moji.
 29, Cathay, British str., for Shanghai.
 29, Choyang, British str., for Shanghai.
 29, C. Diederichsen, Ger. str., for Haiphong.
 29, Devanha, British str., for London.
 29, Eu ushu Maru, Jap. str., for Swatow.
 29, Haitan, British str., for Swatow.
 29, Hong Moh, Chinese str., for Amoy.
 29, Kanju Maru, Jap. str., for Shanghai.
 29, Nichiei Maru, Jap. str., for Keelung.
 29, Raverdale, British str., for Sourabaya.
 29, Roland, British str., for Zamboanga.
 29, Rubi, British str., for Manila.
 29, Sado Maru, Japanese str., for Yokohama.
 29, Seiko Maru, Japanese str., for Foochow.
 29, Socotra, British str., for Singapore.
 29, Stettin, British str., for Swatow.
 29, S. v. Langkat, Dutch str., for Singapore.
 29, Sumatra, German str., for Sabang.
 29, Sungkiang, British str., for Cebu.
 29, Ujina Maru, Japanese str., for Moji.
 29, Yessan Maru, Jap. str., for Kutchinotzu.
 30, Joshin Maru, Japanese str., for Swatow.
 3, Locksun, German str., for Swatow.

July—

- 1, Chowtai, German str., for Swatow.
 1, Snullberg, German str., for Shanghai.
 2, Borneo, German str., for Kudat.
 2, E. F. Ferdinand, Aus. str., for Singapore.
 2, Fri, Norwegian str., for Tourane.
 2, Haimun, British str., for Swatow.
 2, Hanoi, French str., for Haiphong.
 2, Japan, British str., for Singapore.
 2, Johanne, German str., for Swatow.
 2, Kagashima Maru, Jap. str., for Singapore.
 2, Kinkiang, British str., for Shanghai.
 2, Kwangtai, Chinese str., for Shanghai.
 2, Lanschan, German str., for Kobe.
 2, Mongolia, Am. str., for Shanghai, &c.
 2, Proteus, Norwegian str., for Swatow.
 2, Rajaburi, German str., for Hoihow.
 2, Taikesan Maru, Japanese str., for Moji.
 2, Taming, British str., for Manila.
 2, Tudor Prince, British str., for Shanghai.
 2, Zweena, British str., for Samarang.
 3, Baemar, British str., for New York.
 3, Chihli, British str., for Haiphong.
 3, Empire, British str., for Moji.
 3, Hailan, French str., for Hoihow.
 3, Hue, French str., for K. C. Wan.
 3, Hyson, British str., for Singapore.
 3, Knivsberg, German str., for K. C. Wan.
 3, Mlike Maru, Japanese str., for Shanghai.
 3, Neumehlen, German str., for Polo Laut.
 3, Prinz Ludwig, German str., for Shanghai.
 3, Rion, German str., for Europe.
 3, Signal, German str., for Haiphong.
 3, Wongkoi, German str., for Hoihow.

PASSENGERS.

ARRIVED.

Per *Athenian*, for Hongkong, from Vancouver, Mr. and Mrs. W. M. Thebaud, Mr. and Mrs. W. J. Ford and 2 children, Mrs. M. Quantock and child, Mrs. C. H. Gates, Messrs. James Guirney and C. E. Thompson; from Nagasaki, Mr. J. W. Rice; from Shanghai, Mr. Albert Meyer.

Per *Prinz Ludwig*, for Hongkong, from Genoa, Mr. and Mrs. Brodersen, Messrs. Fr. Eggert and O. Wiesinger; from Aden, Lieut. Woronha; from Southampton, Mrs. A. B. Jones, and Mr. H. Stevens; from Colombo, Brothers Christian, Paul and Gabriel; from Singapore, Mrs. H. Colaux, Lieut. R. H. Phillips, and Mr. T. R. Haasmann.

Per *Empire*, from Melbourne via Manila, Mr. and Mrs. E. Parker, Mr. and Mrs. Master Sergeant, Miss Newbury, Miss J. Phillips, Miss Millan Japper, Capt. H. Edrikken, Messrs. A. B. Croft, E. J. Cornabie, D. W. Bell, H. B. Menkens, L. Burchard, W. Burchard, D. Le Souef, Hume, Assist. Paymaster, A. F. Weston, P. J. Treat, Lewis Lloyd, R. A. D. Hood and D. Ruben.

Per *Empress of India*, for Hongkong, from Vancouver, Mrs. W. P. Rutledge, General F. Garlington, Messrs. W. M. White, M. B. Owen, and W. G. Coverley; from Yokohama, Mr. and Mrs. R. J. Lovell, Miss Lovell, and Mr. M. G. Lovell; from Nagasaki, Capt. W. Chohardt; from Shanghai, Mrs. Sutherland and 2 children, Count de Suma Fernandez, Messrs. A. J. Cowdrop, C. A. Graves and A. J. Wordruff.

Per *Zafiro*, from Manila, Dr. and Mrs. R. P. Strong, Mr. and Mrs. C. H. Fullaway, Mrs. R. S. Wright, Miss Dean, Miss G. Seldner, Miss Esella Seldner, Miss Edith Seldner, Miss B. Kincaid, Miss M. F. Ryerson, Messrs. W. C. Broth, E. H. Foot, A. B. Cresap, Wm. C. Brady, E. R. McCullough, R. D. Stafford, H. J. Carleton, H. F. Walker, P. Kincaid, W. P. Garvin, Y. H. Carlsban, W. F. Umphrey, W. F. Pottinger, A. B. Williamson, F. Velasco, G. Walford, and J. G. Noren.

Per *Roon*, for Hongkong, from Yokohama, Mr. J. Melzac and family; from Nagasaki, Mrs. Vugnet, Mrs. W. Fukuda, Mrs. F. Nakamura, Mrs. P. Nakamura, Mrs. J. Mizoguchi, Mrs. Grossmann, Mrs. Chikafuonyi, Mrs. Chimo Matsumo, Messrs. Matsuki, N. Wissing, S. and M. Mayeda, Ikesaki, Yamaeki, K. Ikesaki, Baba Shosaburo; from Kobe, Mr. and Mrs. Pescio; from Shanghai, Mrs. H. Tomkins & family, Mrs. Abraham, Mrs. W. G. Pitchian, Miss Abraham, Dr. Liase, Messrs. Eisler, C. Douvall, Jensen, J. Dietrich, G. W. Gagg, Hamilton, F. S. Hughes, Konomo Wohle Pietro, Wohle Leonardo, & Philippo Banoto; from Foochow, Mr. and Mrs. S. W. Wolfe, Major General Broadwood, C.B., Messrs. M. Melchers and R. Saitoh.

Per *Manila*, from Manila, Mr. and Mrs. Meisterfeld and child, Mr. and Mrs. Fietseh and 2 children, Mrs. Geissler, Messrs. Fiedler and Myndersee.

Per *Nippon Maru*, from San Francisco, Mr. & Mrs. F. Smith, Mr. and Mrs. W. Riesbol, Mr. and Mrs. R. P. Strong, Mrs. C. F. Moses, Mrs. B. S. Sheen, Mrs. F. E. Russell, Mrs. Borge, Lt. R. G. Powell, Messrs. Chas. R. Keate, Niza Matanda, F. W. Milverton, M. J. Patell, D. Pindengolas, H. G. Santen, K. Akabane, H. B. Pood, H. Dornell, C. H. Horn, F. W. Van Buskirk and A. M. Lunyskin.

DEPARTED.

Per *Rubi*, from Hongkong, for Manila, Mr. and Mrs. de Loffer, Mr. and 2 Misses Fortes, Messrs. R. Monotau, A. R. Lowe, Dionisio Navarro, F. Domenico, H. Engster and D. C. Alexander.

Per *Prinz Ludwig*, from Hongkong, for Shanghai, Mrs. d'Aquino and party, Messrs. Burckard, A. Roubach, Robertson, P. Hartmann, K. M. Klausen and Y. Philipps; for Nagasaki, Mrs. Masnun and child, Rev. W. Arkwright, Messrs. E. Castle, Takabashi, Mitsun, Saiki, Matsumoto and Gatzgarta; for Kobe, Messrs. Bune and Takimoto; for Yokohama, Mrs. E. Castle, Miss M. T. Bankes, Messrs. G. P. Bruhl, Graydon and J. Hopkins.

Per *Mongolia*, from Hongkong, for Shanghai and San Francisco, Mr. and Mrs. E. A. Hewett, Lt. and Mrs. Gallagher, Mrs. J. C. Young, Miss G. Henley, Miss C. Richards, Miss Marie F. Ryerson, Miss Estelle Seldner, Miss E. Dice, Miss Newbery, Miss G. Feldner, Miss Edith Seldner, Miss E. D. Jones, Rev. A. K. Gurney, Rev. J. C. Staunton, Col. Darling, Lt. B. de Cordova, Messrs. W. H. Llewellyn, E. S. Haile, B. J. Carlton, H. N. Looney, R. S. S. Drury, M. S. Capur, R. D. Stafford, P. J. Treat and E. H. Foot.

Per *Empress of China*, from Hongkong, for Shanghai and Vancouver, &c., Mr. Mrs. and Miss Lovell, Mr. and Mrs. Fullaway, Mr. and Mrs. Saultier, Mr. and Mrs. McCandless, Mr. and Mrs. Wellby, Mr. and Mrs. J. W. Hall, Mr. and Mrs. Kraft, Mr. and Mrs. Urquhart, Mr. and Mrs. Elmore, Rev. and Mrs. Moore, Dr. and Mrs. Bradley, Dr. and Mrs. Kennedy, Mr. and Miss Wellby, Mrs. and (2) Misses Hogant, Mrs. Phinney and maid, Miss Dean, Miss Brisbane, Dr. and Miss Walker, Major Bother, Capt. Chenoweth, Dr. Barton, Dr. Donelan, Col. Leslie, Messrs. Menkens, Walford, Garrin, B. H. Croft, Cornabie, A. D. Gallaway, Schultz, Contermarsh, Pago, Eric Maxwell, F. W. van Buskirk, Jensen, Forrest, Graham, Catnell, Leahy, D. Le Souef, R. A. D. Hood, F. S. Hughes, Whitmarsh, K. Akabane, Welch, Gray, Jim, Boret, Rose, O'Langhlim, C. H. F. Thompson, Milliken, Dunlop, Jarman and Pattman.

Per *Roon*, from Hongkong, for Bremen, &c., Mr. and Mrs. W. E. Bemis, Mr. and Mrs. Burjage and children, Mr. and Mrs. H. A. Hay, Mr. and Mrs. R. Meisterfeldt and child, Mr. and Mrs. J. Mesrone, Mr. and Mrs. Oko and children, Mr. and Mrs. W. Ramsay, Mr. and Mrs. Rientjes and children, Mr. and Mrs. Th. K. Soeberg and children, Dr. and Mrs. R. P. Strong, Dr. and Mrs. H. Suringar and child, Mrs. Annette H. Chemv, Mrs. Jul. Fietseh and children, Mrs. Geissler, Mrs. Harrison, Mrs. J. Hayashida, Mrs. G. Miola, Mrs. and Miss Plowden, Mrs. W. P. Rutledge, Miss Carr, Miss A. Hinsch, Miss H. Hinsch, Miss M. Jahn, Miss A. Jahn, Misses (2) Tshang, Misses (2) Wygers, Col. José Maria Greenfield de Mello, Dr. F. Fujita, Dr. Handmann, Dr. J. Halle, Major General Plowden, Major W. B. Rochester jr., Messrs. W. S. Barrett, A. F. Bischoff, W. Beaumont, J. Buckley, Brauer Director Colitz, J. C. Carnaban, Polizeimeister Jul. Fietseh, Y. Fukada, A. Gee, A. M. Goldenberg, R. Geisendorfer, G. W. Hood Begg, H. F. Howe, Sh. Hara, Jansen, G. J. Jelles, E. Krebs, Kamna, Fr. Kempe, A. Muller, J. F. Meylnk, child and infant, Z. Ohira, Walter Paterson, F. A. Schumacher, Harry Goyno Stevens, W. Siegel, T. Shibuya, T. Saruhashi, W. F. Umphrey, Vollmershaus, G. D. do Vos, von Werthern, H. E. Walker and R. Zaudillner.

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